



# City of Piney Point Village

7676 WOODWAY DR., SUITE 300  
HOUSTON, TX 77063-1523

TELEPHONE (713) 782-0271  
FAX (713) 782-0281

**THE CITY OF PINEY POINT VILLAGE  
REGULAR COUNCIL MEETING  
MONDAY, OCTOBER 24, 2022  
6:00 PM**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE WILL HOLD A REGULAR COUNCIL MEETING ON MONDAY, OCTOBER 24, 2022, AT 6:00 P.M. AT CITY HALL, 7676 WOODWAY DR., SUITE 300, HOUSTON, TEXAS TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**DECLARATION OF QUORUM AND CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**CITIZENS WISHING TO ADDRESS COUNCIL** - *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquiries about a subject that is not specifically identified on the agenda, a member of Council or a Staff Member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter.*

**AGENDA**

1. Discuss and take possible action on the Memorial Villages Police Department monthly report.
2. Discuss and take possible action on the Village Fire Department monthly report.
3. Discuss and take possible action on Ordinance No. 2022.10.24 to increase the rate of deposits to the Texas Municipal Retirement System by the employees of the City of Piney Point Village.
4. Presentation on project status for the new Memorial Drive Elementary School.
5. Discuss, consider, and take possible action on a Municipal Court Collections agreement.
  - Consideration, discussion, and possible action to A) approve an agreement with the Law Firm of Linebarger Goggan Blair & Sampson, LLP to act as

special Counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Texas Code of Criminal Procedure Art. 103.0031; and B) authorize the Mayor to sign the agreement on the City's behalf.


- Consideration, discussion, and possible action to adopt Resolution No. 2022.10.24 of the City Council of the City of Piney Point Village regarding Linebarger Goggan Blair & Sampson, LLP as being fully qualified as Special Council to perform all legal services pursuant to Sec 2254.1036 of the Texas Government Code.
- Consideration, discussion, and possible action on an Order to authorize and impose a collection fee as authorized by Article 103.0031, Texas Code of Criminal Procedure.

6. Discuss and take possible action on the Mayor's Monthly Report.
7. Discuss and take possible action on the City Administrator's Monthly Report including but not limited to:
  - Financial Report
  - Investment Report
  - Westco Landscape Maintenance Contract
  - Verizon Service Line
  - ATT Fiber
  - Update on Specific Use Permit Projects
  - Events
8. Discuss and take possible action on the Kinkaid contribution agreement.
9. Discuss and take possible action on approval of Change Order No. 1 for the Tokeneke and Country Squires Improvements Project.
10. Discuss and take possible action on the approval of Change Order No. 2 for the Tokeneke and Country Squires Improvements Project.
11. Discuss and take possible action on quotes for cleaning and televising approximately 780 LF of storm sewer pipe from Oaklawn Drive to North Piney Point Road.
12. Discuss and take possible action on a proposal for professional engineering services for the Williamsburg Drainage Improvements Project.
13. Discuss and take possible action on the Engineer's Report.
14. Discuss and take possible action on Ordinance No. 2022.10.24A Amending the International Property Maintenance Code.
15. Discuss and take possible action on the approval of the Minutes of the September 26, 2022 Regular Council Meeting.
16. Discuss and take possible action on any future agenda items, meeting dates, etc.

17. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney).
18. Discuss and take possible action on items discussed in Executive Session.
19. Adjourn

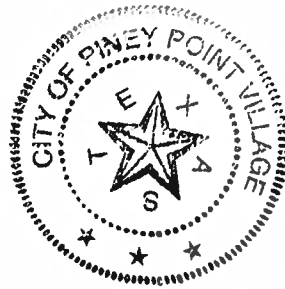
### CERTIFICATION

I certify that a copy of the October 24, 2022, agenda of items to be considered by the Piney Point Village City Council was posted in a place convenient to the general public in compliance with Chapter 551 of the Texas Government Code on October 21, 2022.



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Robert Pennington  
City Administrator



In compliance with the Americans with Disabilities Act, the City of Piney Point Village will provide for reasonable accommodations for persons attending City Council meetings. This facility is wheelchair accessible and accessible parking spaces are available. To better serve you, your requests should be received 48 hours prior to the meeting. Please contact Karen Farris, City Secretary, at 713-230-8702. The City Council reserves the right to adjourn into a Closed Executive Session at any time under the Texas Government Code, Section 551.071 to consult with an attorney.

## Karen Farris

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**From:** Ray Schultz <rschultz@mvpdtx.org>  
**Sent:** Wednesday, October 12, 2022 8:36 AM  
**To:** Karen Glynn; Karen Farris; Cityadmin; Tom Fullen  
**Subject:** Monthly  
**Attachments:** Copy of Copy of Copy of Committed Time Chart FY2022 August.xlsx; PC Monthly Report September 2022.doc; Copy of 2022 ALPR Recovery Totals.xlsx; 2022 Crime Maps Master.pptx; September 2022 ALPR Data.pptx; ALPR Color Maps September 2022.pptx; Copy of 2022 Total Crime Stats.xlsx

Monthly data



Memorial Villages Police Department  
 11981 Memorial Drive  
 Houston, Texas 77024  
 Tel. (713) 365-3701

*Raymond Schultz*  
 Chief of Police

October 10, 2022

TO: MVPD Police Commissioners

FROM: R. Schultz, Chief of Police

REF: September Monthly Report

During the month of September MVPD responded/handled a total of 5,576 calls/incidents. 4,165 House Watch checks were conducted. 678 traffic stops were initiated with 703 citations being issued for 1,378 violations. (Note: 17 Assists in Hedwig, 144 in Houston, 3 in Spring Valley and 1 in Hillshire)

*Calls/Events by Village were:*

Village	Calls/YTD	House Watches/YTD	Accidents	Citations	Response Time
Bunker Hill:	1724/17172	1307/14076	1	217/392/609	8@3:29
Piney Point:	1377/14423	1020/11312	1	114/307/421	5@4:18
Hunters Creek:	2276/22358	1863/18446	9	101/247/348	10@3:39
				Cites/Warn/Total	23@3:42

*Type and frequency of calls for service/citations include:*

Call Type	#	Call Type	#	Citations	#
False Alarms:	146	Ord. Violations:	20	Speeding:	213
Animal Calls:	12	Information:	15	Exp. Registration:	243
ALPR Hits:	176	Suspicious Situations	99	No Ins:	178
Assist Fire:	51	Loud Party	8	License	211
Assist EMS:	28	Welfare Checks:	11	Stop Sign	29
				Fake Plate	120

*This month the department generated a total of 68 police reports.  
 BH-18, PP-18, HC-25, HOU-7, HED-0, SV-0*

Crimes Against of Persons (0)

Crimes Against Property (11)

Burglary of a Motor Vehicle	4	Forgery	2
Burglary of a Habitation	1	Fraud/ID	4
UUMV	1		

Petty/Quality of Life Crimes/Events (57)

ALPR Hits (valid)	5	Unlawful Use of Vehicle	1
Misc. Reports	19	DWI	5
Information Reports	14	Possession of DW	1
Possession of CS	4	Illegal dumping	1
Warrants	7		

Arrest Summary: Individuals Arrested (18)

Warrants	7	Felony	2
Class 3 Arrests	4	DWI	5

Budget YTD:	Expense	Budget	%
• Personnel Expense:	x,150,488	5,222,098	%
• Operating Expense:	x701,643	959,152	%
• Total M&O Expenditures:	x,852,131	6,181,250	%
• Capital Expenses:	x160,100	178,000	%
• Net Expenses:	x,012,232	6,359,250	%

Follow-up on Previous Month Items/Requests from Commission

- Finance sub-committee met and continued work on investigating TMRS options.

Personnel Changes/Issues/Updates

- Officer Jeremy King completed the hiring process and started September 30, 2022. Officer King comes from Katy PD.
- TCO Tiffany Gresak completed the hiring process and will begin October 10, 2022. Ms. Gresak comes from Grimes County SO.
- Commander Baker completed the FBI Leadership Training Series of classes.

Major/Significant Events

- Detectives utilized the ALPR system to identify two sets of suspects who were involved in 2 jugging incidents where the victims were followed into the villages. Detectives were able to obtain arrest warrants for the suspects.
- Detectives utilized the ALPR to locate a suspect vehicle involved in a burglary in the Riverbend neighborhood. Detectives located the vehicles owner who told detectives that her boyfriend had used the vehicle. A check of social media found a picture of the boyfriend that matched video surveillance footage from the crime scene. An arrest warrant was obtained.
- MVPD Command Staff were invited to monitor a SBISD Reunification Drill held at Strafford High School.
- 16 MVPD employees participated in the 9/11 Heroes Run in Houston.
- On Friday September 9, 2022, the MVPD hosted a Community Event in conjunction with the FBI titled "What to do in the event of an Active Shooter". 102 people attended the highly successful event.
- 9/24/2022 MVPD participated in the "Walk like MADD" event in Jersey Village. Over 40 agencies supported the event.

Status Update on Major Projects

- Staff completed the transition from MergerTree to IOSO on September 30<sup>th</sup>. IOSO immediately identified several software patches that were missing or incomplete. All systems are up and running.
- The Memorial area was selected to host a major active shooting training scenario scheduled for late November. The scenario is being designed to require multiple agencies to work in collaboration with each other during a large-scale event.
- SBISD Emergency Operations staff added the MVPD dispatch room to their emergency notification software. MVPD now receives real time alerts of any incident at any ISD school property or facility. MVPD dispatch personnel monitor the situation and keep MVPD on-duty personnel of the event that will us to assist if needed.
- Attended a Harris County EOC meeting in Tomball.

V-LINC new registrations in September +18

BH – 1501(+6)  
PP – 1078 (+2)

HC – 1522 (+5)  
Out of Area – 543 (+5)

## September VFD Assists

Calls received directly by MVPD via 911/3700

<u>Priority Events</u>	<u>Average Response Times</u>
------------------------	-------------------------------

Total –13	3:16
Fire – 6	3:49
EMS – 7	2:49

### By Village

BH Fire – 1	4:00
BH EMS – 2	2:12
PP Fire – 1	5:36
PP EMS – 3	3:25
HC Fire -4	3:19
HC EMS -2	2:34

### Combined VFD Events (Priority + Radio)

Total – 51	4:06
Fire – 33	4:14
EMS – 18	3:53

### Radio Call Events

Total – 38	4:25
Fire- 27	4:20
EMS- 11	4:37

### Radio Call Events by Village

BH – 10	4:43
PP – 12	3:56
HC – 16	4:47



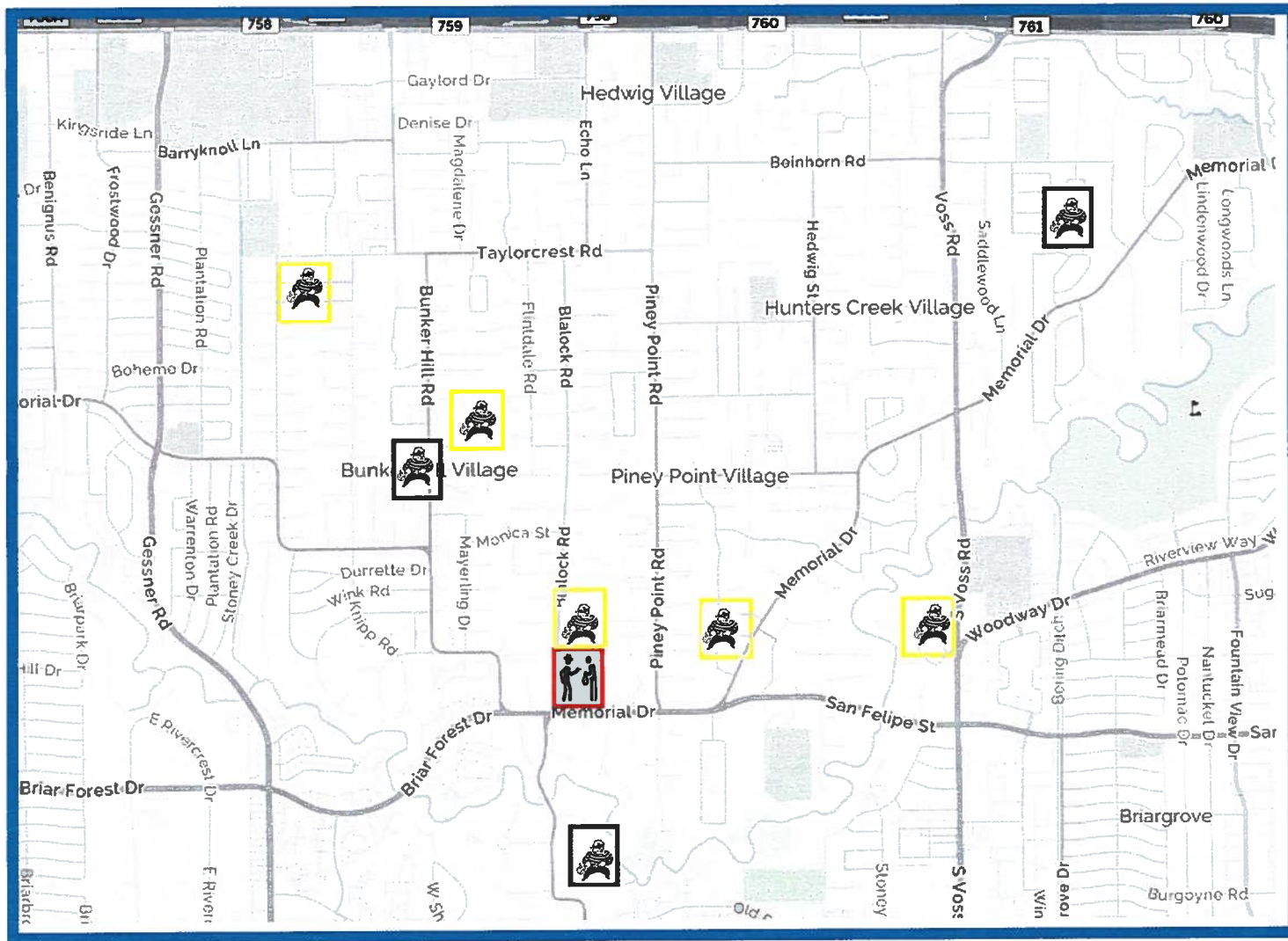


## 2022 Officer Committed Time to Service Report

Employee Name		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Reports	Cites	
BAKER, BRIAN C	*	1:12:06	0:25:57	0:41:47	3:39:42	2:14:53	1:17:03	1:36:45	0:01:36	7:02:02						
BALDWIN, BRIAN								13:29:27	26:57:13	10:18:17				1	16	
BIHUNKO, JOHN		18:43:22	2:22:28	16:34:24	16:11:16	0:05:01	30:06:58	20:24:31	13:02:30	26:25:28				1	20	
BOGGUS, LARRY	*	15:04:47	5:53:12	4:40:34	3:14:42	4:18:58	8:49:03	4:15:44	2:34:08	7:02:51				1		
BURLESON, Jason		12:07:07	8:50:51	10:28:24	15:39:39	20:46:39	12:37:07	12:19:19	19:23:50	20:56:06				3	16	
CANALES, RALPH EDWARD		15:47:48	12:59:21	20:33:16	7:12:09	18:07:20	18:57:15	24:50:11	20:27:50	13:12:30				4	17	
CERNY, BLAIR C.	*	10:28:34	4:46:23	5:09:00	13:16:49	3:28:16	2:39:05	17:08:31	9:42:12	5:44:02				2	1	
ECKERFIELD, Dillion		14:43:31	50:20:55	41:45:59	20:58:59	46:51:13	46:09:14	33:39:36	36:56:10	29:13:14				4	35	
HARWOOD, NICHOLAS		8:52:50	12:08:28	17:02:07	32:38:36	14:55:59	19:34:36	15:51:00	5:12:47	22:22:46				6	50	
JARVIS, RICHARD		15:27:18	13:08:35	11:48:58	17:43:16	17:42:14	20:08:16	25:38:04	16:09:36	18:06:55				3	21	
JOHNSON, JOHN								1:48:02	40:05:58	47:59:17				7	36	
JONES, ERIC	*	0:00:00	0:00:00	0:00:00	2:26:49	0:58:54	0:00:00	0:00:00	0:00:00	0:00:00						
KELSO JR, RONALD K		18:23:38	18:34:45	18:24:13	16:24:02	21:26:07	16:59:04	21:18:40	6:26:15							
KUKOWSKI, Andy		8:41:08	29:17:18	19:38:51	10:43:16	14:27:45	35:09:03	23:03:25	22:42:16	31:17:43				5	32	
LOWRIE, Andy		22:19:30	25:03:32	25:44:26	30:50:09	37:16:39	47:52:05	49:29:44	35:25:22	16:12:44				2	57	
MCELVANY, ROBERT		15:57:19	16:56:24	11:49:41	15:02:12	15:14:52	14:52:41	14:09:33	19:15:01	9:12:08					11	
MILLER, OSCAR	*	2:11:11	0:26:31	2:26:05	9:03:28	4:23:24										
NASH, CHRISTOPHER		5:48:17	8:01:05	12:25:46	18:40:35	14:35:51	11:49:00	16:46:51	7:04:50							
ORTEGA, Yesenia		13:37:44	13:06:03	27:04:16	21:00:00	22:35:33	31:13:22	32:38:16	21:42:57	16:57:08				2	15	
OWENS, LANE	*	1:19:54	0:00:00	0:01:20	0:00:00	1:17:38	0:00:00	3:05:43	2:39:36	0:00:00						
PAVLOCK, JAMES ADAM		7:53:53	12:46:08	21:56:20	18:00:52	19:42:42	22:02:06	24:04:31	21:29:20	19:54:17				3	103	
RODRIGUEZ, CHRISTOPHER	*	3:33:25	1:10:27	2:30:35	3:18:59	9:12:09	2:37:41	3:30:42	4:17:13	1:57:38				1		
SALAZAR, Efrain								12:39:26	9:48:42	24:15:54				3	20	
SCHANMEIR, CHRISTIAN		13:46:24	13:54:19	22:55:54	19:04:49	24:31:16	0:00:00	0:00:00	2:55:01	25:56:02				4	45	
SCHULTZ, RAYMOND	*	0:08:10	0:19:11	0:00:00	3:09:04	0:58:56	0:14:11	1:23:01	0:05:17	1:29:27						
SILLIMAN, ERIC		18:28:11	21:46:57	18:28:05	20:43:02	30:52:29	16:55:33	6:26:49	12:22:51	26:01:43				3	119	
SPRINKLE, MICHAEL		2:24:25	3:42:07	7:30:26	10:26:51	8:13:27	12:57:33	8:18:24	10:55:32	7:22:49					5	
TAYLOR, CRAIG		14:23:05	8:57:33	15:22:47	8:22:56	15:25:16	29:26:49	24:23:06	23:14:45	13:53:38				2	23	
TORRES, PATRICK		17:51:27	15:18:21	12:19:55	18:43:20	15:41:19	10:59:51	0:00:00	0:30:06	2:53:18				2		
VALDEZ, JUAN		12:53:25	15:40:46	23:53:53	17:10:21	27:45:20	24:50:03	32:46:12	33:34:32	19:22:24				1	20	
VASQUEZ, MONICA		17:21:21	13:46:27	13:46:55	29:48:40	27:25:02	17:57:16	20:04:56	18:56:47	20:16:49				3	5	
WHITE, TERRY		19:20:30	25:56:34	40:33:51	25:47:31	15:35:11	40:24:45	24:39:05	42:18:21	26:02:12				11	29	
WILLIFORD, Adam		2:52:41	16:38:20	42:14:42	22:19:22	24:49:13	14:17:33	29:33:12	23:51:32	13:46:42				1	7	
* = Admin														Total	68	703

Dispatch Committed Time														Totals
911 Phone Calls		256	313	376	313	395	311	333	326	326				2949
3700 Phone Calls		2431	1978	2504	2412	2739	2561	2537	2566	2231				21959
DP General Phone Calls*		55:52:24	43:36:37	62:07:20	60:05:05	63:55:16	62:08:35	61:19:42	60:29:22	54:09:10				

\* This is the minimal time as all internal calls route through the 3700 number.



## 2022 Burglary Map

Address	Alarm	POE
233 Merrie Way	No	Walk-in UNL Door
706 Country Lane	No	Garage UNL Door
11903 Broken Bough	No	Door Kick
24 Greyton Ln	No	Side Door Wind
321 Bunker Hill Rd	No	Const Site
214 Blalock	No	Open Door
26 Windemere	No	Rear Door
7618 River Pt.	No	Rear Door

## 2022 Robberies

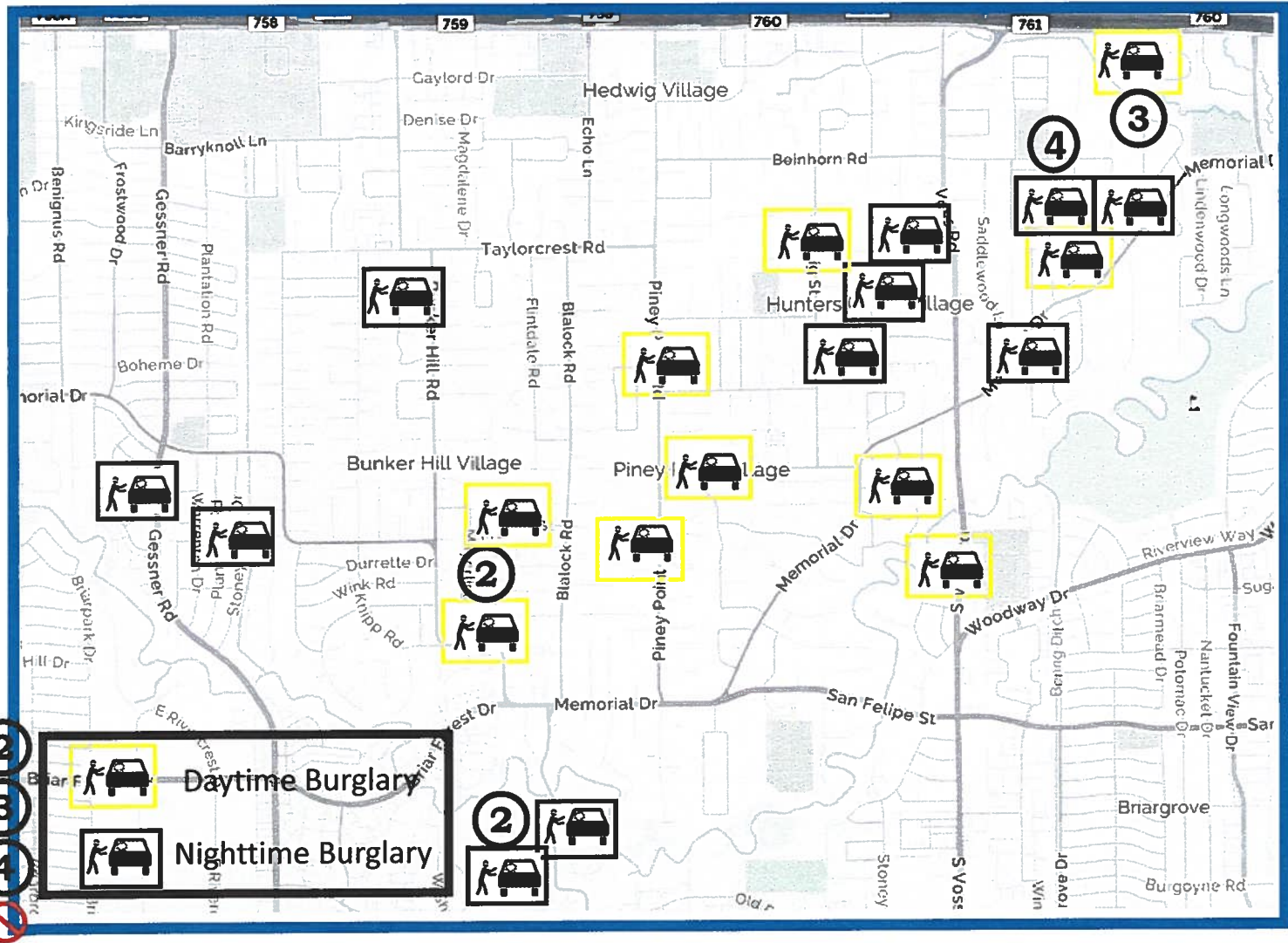
Address	MO
201 Kensington	Driveway Robbery

 Daytime Burglary

 Nighttime Burglary

 Robbery

   
9/30/22



## 2022 Auto Burglary Map

Address	POE
243 Gessner 22-0042	UNL Vehicle
<u>614 Hunters Grove 22-0046</u>	<u>UNL Vehicle</u>
215 Voss	UNL Vehicle
634 Saddlewood	UNL Vehicle
626 Saddlewood	UNL Vehicle
10710 Bridlewood	UNL Vehicle
718 Camelot	UNL Vehicle
708 Country	UNL Vehicle
1 Windemere	UNL Vehicle
410 Pine Needle	UNL Vehicle
8427 Hunters Creek Drive	UNL Vehicle
<u>8447 Hunters Creek Drive</u>	<u>UNL Vehicle</u>
<u>11024 Greenbay</u>	<u>Side Window</u>
<u>362 Piney Point</u>	<u>UNL Vehicle</u>
11614 Arrowood Cir	UNL Vehicle
251 Plantation	UNL Vehicle
8435 Katy Fwy	UNL Vehicle
11607 Arrowood Cir	UNL Vehicle
708 Country Lane	UNL Vehicle
<u>10917 Roaring Brook</u>	<u>UNL Vehicle</u>
11750 Memorial	UNL Vehicle
11750 Memorial	UNL Vehicle
10403 Memorial	UNL Vehicle
90 Williamsburg	UNL Vehicle
<u>10911 Walwick</u>	<u>UNL Vehicle</u>
<u>11625 Monica</u>	<u>UNL Vehicle</u>
<u>11618 Green Oaks</u>	<u>UNL Vehicle</u>
<u>215 Hedwig</u>	<u>UNL Vehicle</u>

Blue Entry = Actual Location Unknown  
 Underlined Contractor

9/30/22

ALPR Recoveries						
Num	Plate	Vehicle	Loc	Val	Links	Date
1	PYW1930	Jeep Pat	6	\$ 18,000.00	Missing Peson	5-Jan
2	NS26202	Chev SPK	19	\$ 14,000.00	Fugitive	9-Jan
3	LBH7413	Toy Cam	8	\$ 18,000.00	Burg/Warr	13-Jan
4	36268G6	Niss Sent	24	\$ 14,500.00		14-Jan
5	PSS6946	ChevImpal	22	\$ 21,000.00		20-Jan
6	27517B1	BlkLexus	21	\$ 34,000.00	FelWarrant	30-Jan
7	JMH0296	Ford Must	17	\$ 23,500.00		1-Feb
8	AL32592	U-HAUL	Station	\$ 70,000.00	Poss Meth	24-Feb
9	NPS2672	Ford F150	20	\$ 45,000.00	Carjacking	25-Feb
10	KPH5017	LexG43	17	\$ 18,500.00	Warr	3-Mar
11	NVT0203	Chev Mal	103	\$ 16,000.00	Warr	8-Mar
12	C337283	Chev1500	Coins	\$ 21,000.00	Fugitive	13-Mar
13	NKM9110	Toy SUV	19	\$ 30,000.00	Fugitive	19-Mar
14	LTR0879	Honda ACI	21	\$ 18,000.00		20-Mar
15	94AQZQ	ToyCam	2	\$ -	Hotlist Mail Thief	25-Mar
16	MKP5490	Toy Rav4	7	\$ 26,000.00	Fugitive	22-Mar
17	PRF3098	Niss Con	19	\$ 18,750.00	Armed Rob	31-Mar
18	GF85552	Toy Cor	19	\$ 16,000.00	car Jacking	1-Apr
19	AG89893	Uhaul	1	\$ 41,000.00		23-Apr
20	HTV3407	Ford Esc	1	\$ 20,000.00	Missing Peson	26-Apr
21	MCD4078	HynEln	4	\$ 23,500.00		2-May
22	LB14381	Ram1500	8	\$ 41,000.00		4-May
23	RR83406	NissXTR	23	\$ 27,000.00		5-May
24	PMJ5213	NissSen	21	\$ 18,500.00		5-May
25	RP27921	Ford Foc	RB 23	\$ 12,000.00		6-May
26	48055C8	HumH3	19	\$ 46,000.00	Fugitive	6-May
27	MZ23102	ChevSub	23	\$ 27,000.00		8-May
28	0252W43	F150	27	\$ 30,000.00		26-May
29	RFR9077	NissMur	8	\$ 23,000.00		26-May
30	RGR4290	Kia	8	\$ 22,500.00	Poss of Narcotics	27-May
31	PBJ4056	Niss	8	\$ 25,500.00	Stolen Firearm	27-May
32	AH01898	UHaul	7	\$ 42,500.00	Stolen misc items	1-Jun
33	KKM3831	ToyCam	8	\$ 20,000.00	Fugitive	11-Jun
34	LFS4848	Honda Civ	20	\$ 15,000.00		14-Jun
35	PXD7306	FordEsc	19	\$ 18,750.00	Fugitive	17-Jun
36	CZY9487	FordF250	24	\$ 37,000.00	Hotwire	18-Jun
37	57BYIV	Kia	24	\$ 24,000.00	hertz Rental	20-Jun
38	RMX4945	Acura	21	\$ 32,000.00	Carjacking	7-Jul
39	0698V50	Toy Cam	Hed	\$ 23,000.00	Fraud	12-Jul
40	4T28195	Trailer	21	\$ 6,000.00	Fraud	18-Jul
41	CQE6383	MerBenz	21	\$ 65,000.00	Fraud	21-Jul
42	RNV3718	Ford Van	21	\$ 17,000.00	Fraud	24-Jul
43	NHV2432	HynEln	1	\$ 18,000.00	Fraud	30-Jul
44	KXR5488	DodJour	6	\$ 9,000.00		2-Aug
45	RSL6806	HYNVelos	1	\$ 17,000.00	Fraud	4-Aug
46	DPZ3402	HONCiv	1	\$ 15,000.00	Fugitive	5-Aug
47	RXR2715	HondaCR	Hed	\$ 18,000.00	Fraud	7-Aug
48	PZY0325	INFQX50	8	\$ 21,000.00	Fraud	7-Aug
49	KRL3811	CAD	19	\$ 26,000.00	Fraud	9-Aug
50	RXF2537	HonPilot	21	\$ 17,000.00	Fraud	12-Aug
51	PFG5119	FordExp	6	\$ 19,500.00	Narcotics	17-Aug
52	LWC2986	LandRover	13	\$ 31,000.00	Narcotics	19-Aug
53	AL62414	UHaul	24	\$ 4,000.00		20-Aug
54	AL08211	GMCCargo	22	\$ 30,000.00		20-Aug
55	NYK5679	ToyCor	13	\$ 14,000.00		25-Aug
56	LDP126 FL	Toy Max	21	\$ 23,000.00		28-Aug
57	RZM2175	BMW328	24	\$ 24,000.00		3-Sep
58	RMV6623	Ford Focus	23	\$ 12,500.00	Fraud-Salv Title	6-Sep
59	AE06024	FordVan	22	\$ 42,000.00	Carjacking	13-Sep
60	FJR9716	Audi	1	\$ 31,000.00	Fugitive	14-Sep
61	RCS8286	Chevy	13	\$ 27,000.00	narcotics	1-Oct
62	MHV3766	ChevySil	19	\$ 30,000.00	Stolen plates	3-Oct
63	RYF7801		8	\$ 185,000.00	Fugitive	3-Oct
64						
65						
66						
67						
68						
69						
70						
71						
72						
73						
74						
75						

Plate Recoveries						
Plate Recove	Date	Links	Plate Reco	Date	Links	
IS11QH	1/4/2022		53821C6	6/25/2022	Fake/Fugitive	
63B374	1/4/2022		NS26346	6/27/2022		
39496Y1	2/18/2022	same plate on 2 cars	NMD9375	7/7/2022		
39496Y1	2/18/2022	same plate on 2 cars	03339D99	7/8/2022		
NBB1660	3/3/2022		1BD0631	7/26/2022		
LI53735	3/7/2022		0541X86	9/2/2022		
KTB3323	3/10/2022	Recovered 100+ CC's	7F4429	9/3/2022		
KBFB425	3/15/2022	Hertz	DKS8246	9/3/2022		
72HCF9	3/25/2022		0976X86	9/19/2022		
MKP5490	3/22/2022	On Stolen Veh	70195H3	9/25/2022		
72HCF9	3/26/2022					
43423 E7	7-Apr					
30054V3	5/9/2022					
34917B9	5/12/2022					
LCL5909	5/12/2022	Stolen Plate				
0006H59	6/1/2022	Fake Tag				
0006H59	6/4/2022	Stolen Plate				
0252W43	6/4/2022	Stolen Plate				
0006H59	6/4/2022	Stolen Plate				
PXD7306	6/17/2022	Stolen on Stolen				
86F1775	6/18/2022	Fake/Stolen				
0271A61	6/24/2022	Fake/Stolen				

Firearm in vehicle  
Temp Tag

Located but Fled						
Date	Plate	Camera		Date	Plate	Camera
13-Mar	PGP4565	7		3-Jul	0339D99	21
26-Mar	KZR0019	19		19-Jul	CQE6383	21
12-Jun	KTG0535	17		15-Aug	PYR2967	22
26-Jun	PYV1695	20		23-Sep	RXY5625	13
26-Jun	PTD5972	23				

Missing Person  
6/7/2022 LZM0966 2  
6/7/2022 GLW6656 1

27 of 41 involved in other crimes = 65%

Program Summary			
2022 Value	\$ 1,693,500.00	Recovered	40
2021 Value	\$ 1,683,601.00	Recovered	75
2020 Value	\$ 1,147,500.00	Recovered	61
2019 Value	\$ 438,000.00	Recovered	22
<b>Program Total</b>	<b>\$ 4,962,601.00</b>		<b>198</b>

INVESTIGATIVE LEADS				
3/11/2022	JXN1575	20	Mail and Vehicle Thefts	HPD Case TOT HPD
3/24/2022	94A02Q FL	19	Mail Thiefs	Lead TO-Be issued
4/4/2022	Green Honda	23	Robbery	Lead TB To-Be issued
4/8/2022	Chev Impalat	6	Burglary	lead Arrest
4/19/2022	Cad Esc #174		UUMV	Lead tot HPD
4/21/2022	Toy Cor	15	BMW	Lead To-Be issued
5/21/2022	LN6783	Wind	Mail Thieves	Arrest
5/23/2022	RKH5452	1	BOH	Lead To-Be Issued
7/6/2022	78660E1	Hed	Const Theft	Arrest 3 in-custody



# September 2022 ALPR REPORT



Total Plate Reads, Incl's multiple reads of same plate  
Number of Unique Plates Read – Total without repeats  
Number of Hits/Alerts - All 14 possible categories  
Number of Hits/Alerts of the 6 monitored categories  
Number of Sex Offender Hits (not monitored live)  
Total Hits-Reads/total vehicles passed by each camera

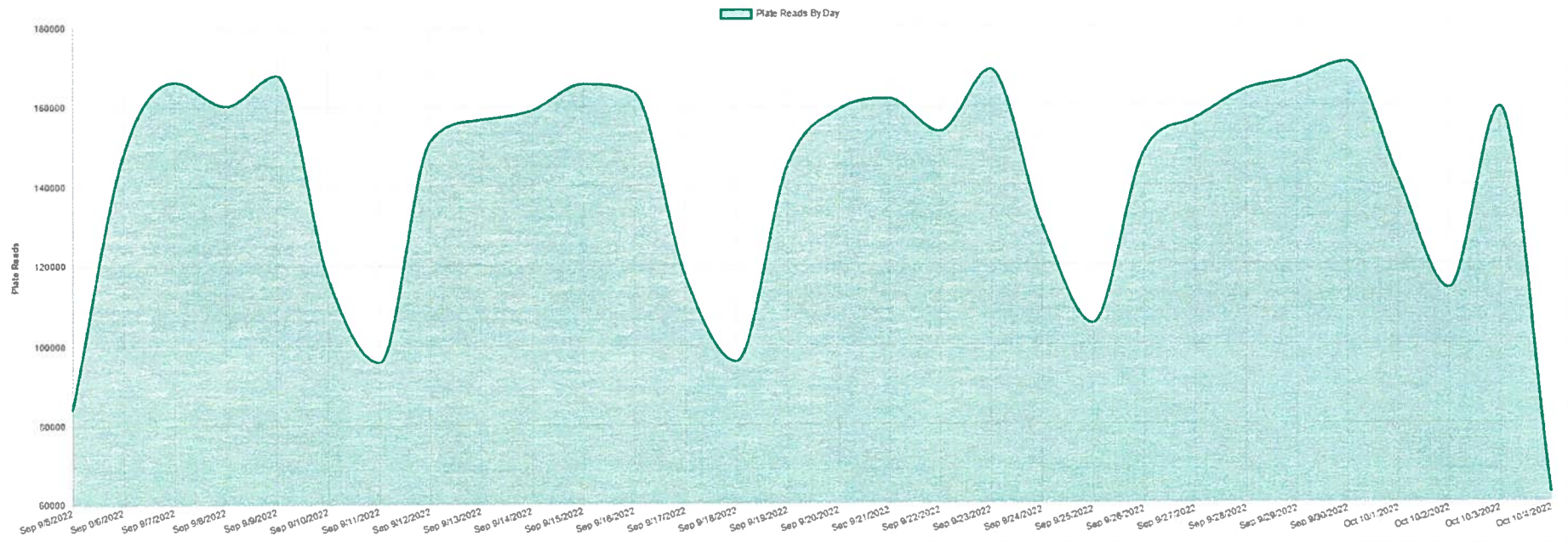
# 2022 ALPR Data Report

## Plate Reads Summary

Total Plate Reads:  
4,257,837

[DOWNLOAD CSV](#) Sep 5 - Oct 4

Cameras (32) ▾



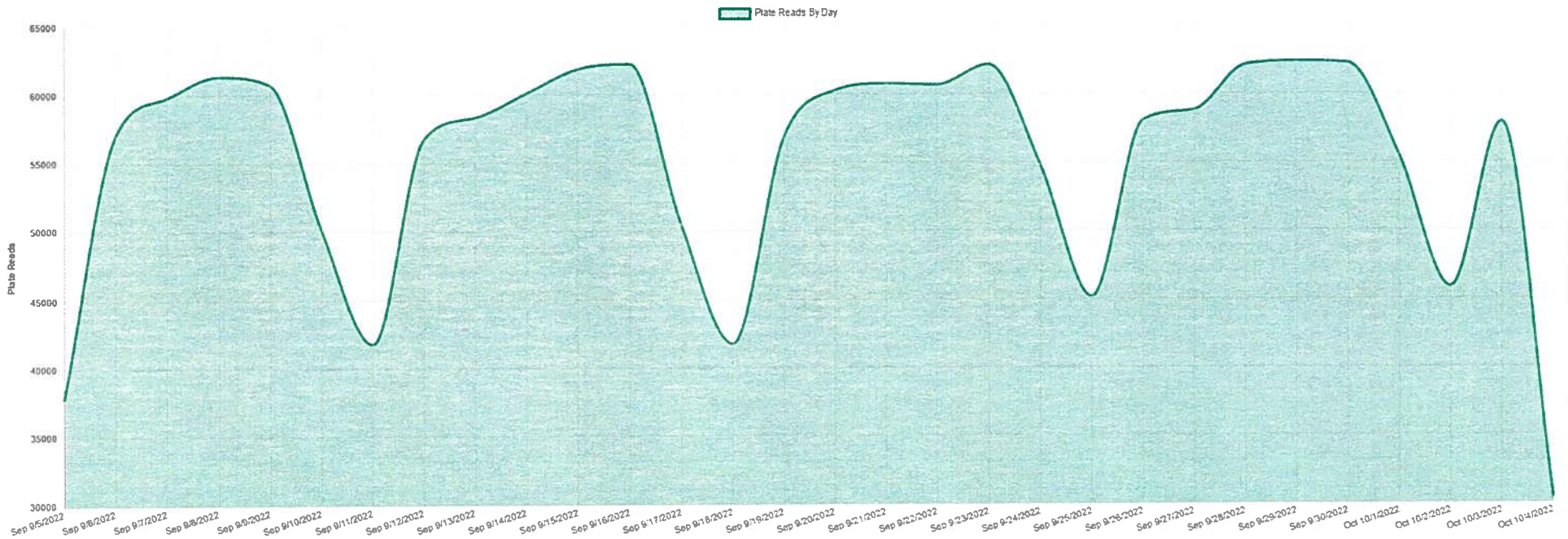
# Unique Plate Reads Summary

Total Unique Plate Reads:  
504,029

[DOWNLOAD CSV](#)

Sep 5 - Oct 4

Cameras (32) ▾



# All Categories

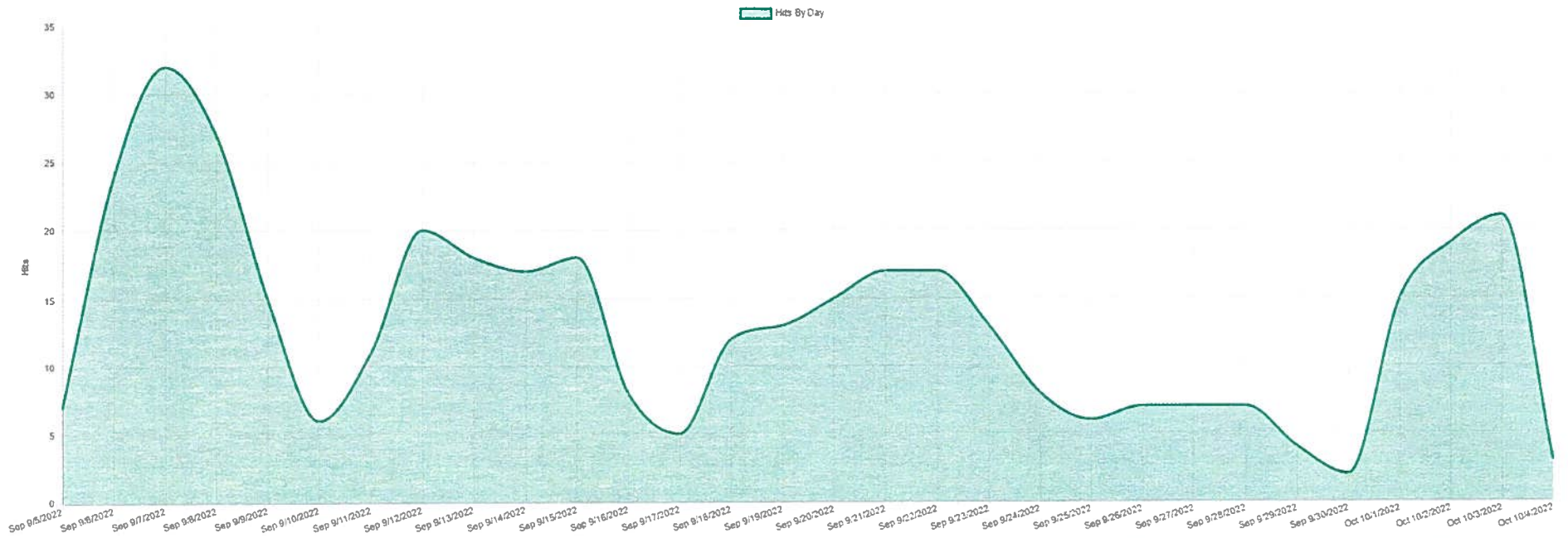
## Hits Report

Total Hits:  
394

[DOWNLOAD CSV](#)

Sep 5 - Oct 4

Topics (14) ▼ Cameras (32) ▼





# Top 6 Categories

## Hits Report

Total Hits:  
175

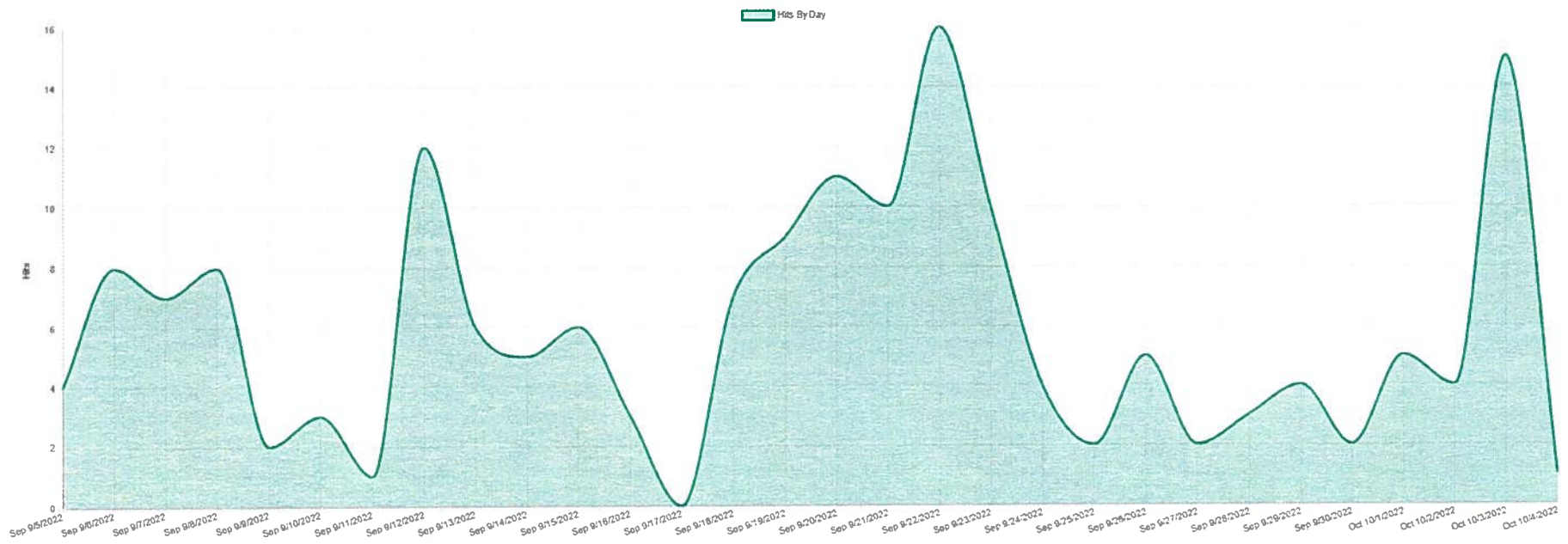
DOWNLOAD CSV

Sep 5 - Oct 4

Topics (6)

Cameras (32)

Search



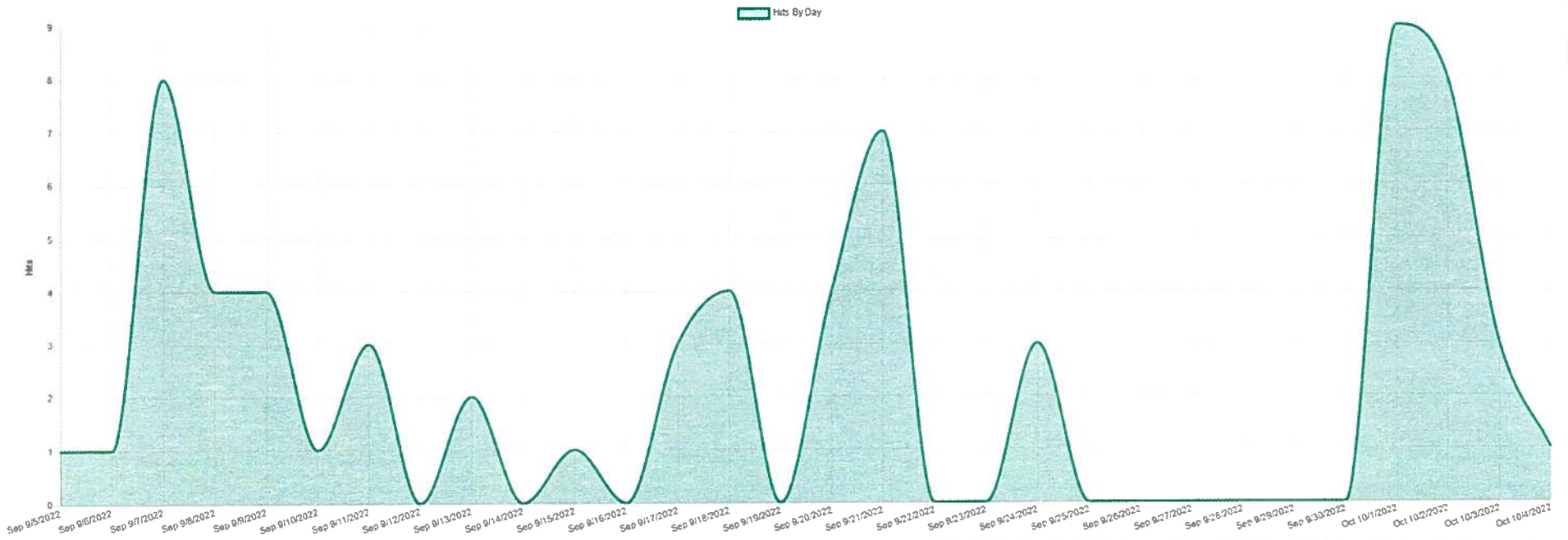
# Sex Offenders Only Hits

## Hits Report

Total Hits:  
67

[DOWNLOAD CSV](#) Sep 5 - Oct 4

Topics (1) Cameras (32)



#1 Gessner S/B at Frostwood  
 #2 Memorial E/B at Memorial  
 #3 NO ALPR - Future Location  
 #4 Memorial N/B at Briar Forrest  
 #5 Bunker Hill S/B at Taylorcrest  
 #6 Taylorcrest W/B at Flintdale  
 #7 Memorial E/B at Briar Forrest  
 #8 2200 S. Piney Point N/B  
 #9 N. Piney Point N/B at Memorial  
 #10 Memorial E/B at San Felipe  
 #11 Greenbay E/B Piney Point  
 #12 Piney Point S/B at Gaylord  
 #13 Gessner N/B at Bayou  
 #14 Beinhorn W/B at Pipher

#15 Hunters Creek Drive S/B at I-10  
 #16 Memorial W/B at Creekside  
 #17 Memorial W/B at Voss  
 #18 Memorial E/B at Voss  
 #19 S/B Voss at Old Voss Ln 1  
 #20 S/B Voss at Old Voss Ln 2  
 #21 N/B Voss at Magnolia Bend Ln 1  
 #22 N/B Voss at Magnolia Bend Ln 2  
 #23 W/B San Felipe at Buffalo Bayou  
 #24 N/B Blalock at Memorial  
 #25 N/B Bunker Hill at Memorial  
 #26 S/B Hedwig at Beinhorn  
 #27 Mobile Unit #181  
 #28 Mobile Speed Trailer

#29 Riverbend Main Entrance  
 #30 Beinhorn E/B at Voss  
 #31 NO ALPR – Future Location  
 #32 Greenbay W/B at Memorial  
 #33 Strey N/B at Memorial

Private Systems monitored by MVPD

US COINS - I-10 Frontage Road  
 Memorial Manor NA Lindenwood/Memorial  
 Greyton Lane NA  
 Calico NA  
 Windemere NA  
 Mott Lane  
 Kensington NA  
 Stillforest NA  
 Farnham Park  
 Riverbend NA  
 Pinewood NA  
 Hampton Court  
 Bridlewood West NA  
 N Kuhlman NA  
 Longwoods NA  
 Memorial City Mall - 22



Yellow = Bunker Hill  
 Green = Piney Point  
 Red = Hunters Creek  
 Blue = MVPD Mobile  
 Purple = Privately Owned Systems

## Hits/Reads By Camera

1	10/232,141	17	2/1903535
2	6/165,783	18	2/116,494
3	0/0 Placeholder	19	10/224,734
4	16170,023	20	18/247,602
5	5/98,163	21	10/400,848
6	5/70,388	22	10/405,543
7	5/124,348	23	182297,608
8	7/277,902	24	6/199,542
9	4/72,353	25	1/22,076
10	3/107,035	26	0/71,033
11	1/41,218	27	2/145,432
12	15/197,856	28	0/17,018
13	14/310,931	29	0/6,549
14	0/18,703	30	5/21,759
15	0/7,856	31	0/0 Placeholder
16	2/21,786	32	2/51,320
		33	1/40,995

Total Reads – 4,184,026

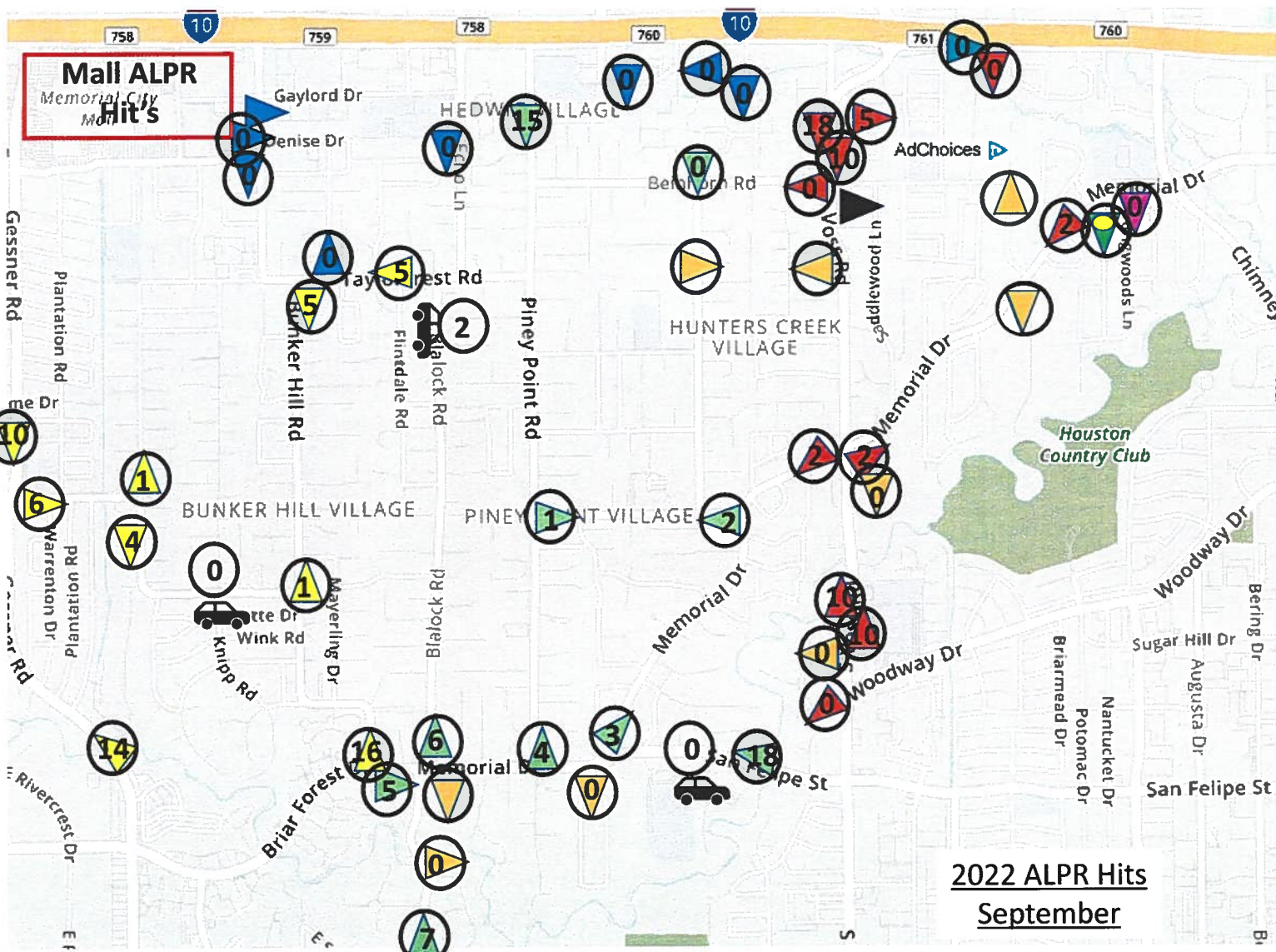
Unique Reads – 496,198

Hits- 404

6 Top Hit List- 176

- Hotlist - 7
- Stolen Vehicle
- Stolen Plate
- Gang Member
- Missing
- Amber

Recoveries - 4



Hedwig  
 


Bunker Hill  



Piney Point  


Hunters Creek  


Frequent Mobile Locations  


 Total Hits

Lindenwood HOA  


Longwoods HOA  


US Coins  


In Process  


HOA Systems  


2022 ALPR Hits  
September

9/30/22





**MEMORIAL VILLAGES POLICE DEPARTMENT  
NOTICE OF A REGULAR MEETING**

Notice is hereby given of a Regular Meeting of the Board of Commissioners of the Memorial Villages Police Department, a combined police department of the Cities of Bunker Hill Village, Hunters Creek Village and Piney Point Village, Texas, to be held at 6:00 PM on October 10th, 2022, in person and by teleconference for the purpose of considering the agenda items as listed.

Members of the Board of Commissioners and Department staff will be physically present at 11981 Memorial Villages Police Department, while other members of the board and department may be participating in the meeting by teleconference.

**Join Zoom Meeting**

Join Zoom Meeting

<https://us06web.zoom.us/j/87347915315?pwd=THBqSmJdUVV2VWoyWXR6OHFocnAwZz09>

Meeting ID: 873 4791 5315

Passcode: 722853

One tap mobile

+13017158592,,87347915315#,,,,\*722853# US (Washington DC)

+13092053325,,87347915315#,,,,\*722853# US

Dial by your location

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

This meeting agenda, and the agenda packet, are posted online at <http://www.mvptdx.org>. Members of the public will be permitted to offer public comments either in-person or telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are as follows:

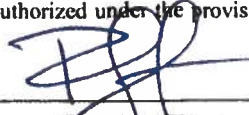
**AGENDA**

- a. Citizen Comments – At this time, any person may speak to the Police Commission. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquires about a subject that is not specifically identified on the agenda, the Police Commission may only respond by giving a statement of specific information or by reciting existing policy. The Police Commission may not deliberate or vote on the matter, but it may be recessed for a future meeting.
- b. Swearing in of New Officer – Jeremy King
- c. Approval of Minutes - Update, discussion, and possible action.
  1. Approval of September 12<sup>th</sup>, 2022 Meeting Minutes.
- d. Financial Report - Update, discussion, and possible action.
  1. FY22 Budget Review and Discussion.

- e. New Business - Discussion and possible action.
  - 1. TMRS Workshop
- f. Chief's Updates
  - 1. Summary overview of monthly reports and activities.
- g. Executive Session - It is anticipated that all, or a portion of the discussion of the following item will be conducted in closed executive session under authority of the Texas Open Meetings Act. However, no action will be taken on this item until the Commission reconvenes in open session.
  - 1. Legal advice from the Commission's attorney regarding notice of any pending claims against the Department.
  - 2. Legal advice update and discussion of personnel matters and performance review.
- h. Suggestions for future agenda items - Discussion of the agenda for the next Commission meeting and the meeting schedule.

**Adjournment**

The Police Commission may convene a public meeting and then recess into executive (closed) session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Commission's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Commission clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076. The Commission may announce that it will go into executive Session on any item listed on this agenda if the subject matter and circumstances are such that a discussion in executive (closed) session is authorized under the provisions of chapter 551 of the Texas Government Code.



\_\_\_\_\_  
 Raymond Schultz, Chief of Police  
 Memorial Villages Police Department

POSTED: October 6, 2022 @ 11981 Memorial Drive at 3:30 p.m.  
 (date) (time)

City of Bunker Hill Village

Carl Moerer, Commissioner  
 Bert Rosenbaum, Commissioner  
 William Murphy, Alt. Commissioner

Chief of Police Raymond Schultz

City of Hunters Creek Village

Sean Johnson, Commissioner  
 Brooke Hamilton, Chairman  
 Stephen Reichel, Alt. Commissioner

Legal Counsel Loren Smith

City of Piney Point Village

James Huguenard, Commissioner  
 Solace Southwick, Commissioner/Secretary  
 John Ebeling, Alt. Commissioner

This facility is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for person who are deaf or hearing impaired, readers, or large print, are requested to contact Office Manager at 713-365-3701. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the Memorial Village Police Department website at [www.mvpdx.org](http://www.mvpdx.org).





## MEMORIAL VILLAGES POLICE DEPARTMENT

### Minutes of the Police Commission Meeting

**September 12, 6:00 p.m.**

A quorum was established, and Commissioner Hamilton called the September 12, 2022, meeting to order at 6:01p.m. via. Zoom Teleconference, the toll-free number used for the meeting was 1-346-248-7799.

In attendance were:

**From the Commission:**

City of Piney Point

Commissioner Huguenard  
Alt. Commissioner Ebeling – Zoom  
Commissioner Southwick

City of Hunters Creek

Commissioner Hamilton  
Commissioner Johnson  
Alt. Commissioner Reichek

City of Bunker Hill

Commissioner Moerer  
Commissioner Rosenbaum

**Absent:**

Alt. Commissioner Murphy

**From Memorial Village PD**

Chief of Police, Raymond Schultz  
HR/Office Manager, Priscilla Gonzalez  
Commander, Brian Baker  
Finance Manager, Victoria Bowman – Zoom  
Hedwig Chief, David Gott

**Legal Counsel**

Loren Smith  
Kaela Olson - Zoom

## MINUTES

At 6:01 p.m. Commissioner Hamilton called the meeting to order and stated that a quorum was present by the attendance of an appropriate number of members of the Board of Commissioners in person. This meeting was recorded and will be available to the public in accordance with the Open Meetings Act upon written request. Some members of the Board of Commissioners may have attended by teleconference or Zoom as permitted by Section 551.127 of the Texas Government Code. The telephonic or Zoom moderator was Kaela Olson of Olson and Olson.

**a. Citizen Comments**

None

**b. Special Presentation**

Chief Schultz introduced Hedwig Chief of Police, David Gott who presented the Memorial Villages Police Department with a re-recognition certificate for the Texas Police Chiefs Best Practices Recognition Program.

**c. Approval of Minutes**

Motion was made by Commissioner Southwick and seconded by Commissioner Huguenard to approve the August 15, 2022; minutes as presented. The Commission voted unanimously to approve the minutes.

**d. Financial Report**

Mrs. Bowman reported 4 months remaining in the fiscal year and have received 75% of the appropriation and expending 63%. The department is currently projected to expand 97% of the budget by the fiscal year end.

Commission Huguenard suggested we monitor fuel expenses and investigate other options. Chief Schultz will continue to monitor and inquire what other agencies are paying.

This was for discussion only and no vote was conducted.

**d. New Business**

1. TML Board of Trustee’s Ballot
2. TMRS Resolution – 20 year any age Retirement
3. Capital Project Plan – Funding Update Follow Up
4. Baytown – FYI New Salary Schedule

Item 1. Chief Schultz presented the TML Ballot for the Board of Trustees to the Commission to select and submit their nominations.

Item 1 was for discussion to complete the ballot and no vote was conducted.

Item 2. Chief Schultz presented the TMRS Resolution to move MVPD from a 25-year retirement program to a 20-year retirement program.

Motion was made by Commissioner Southwick and seconded by Commissioner Huguenard to adopt the resolution that has been presented by TMRS. The Commission voted unanimously to approve the motion.

Item 2 cont. Chief Schultz is working with TMRS to establish a workshop for the commission members to discuss cost and changes to the current TMRS plan.

Commission Hamilton advised the finance committee to meet with TMRS for further discussion. No vote was conducted.

Item 3. Chief Schultz followed up with all three city managers and they agreed with rolling over funds for the radio project, as long as it is shown on the financial report.

Item 3 was for discussion only and no vote was conducted

**e. Chief's Update**

Chief Schultz presented his monthly report. The top calls for service are False Alarms. We had 7,036 calls/incidents, 5,634 house watches, 547 traffic stops with 559 citations being issued for 1,022 violations. There were 13 priority responses, and the average response time was 3:39. We had 23 new V-LINC registrations.

A department-wide staff meeting was held on August 18<sup>th</sup> at the Town and Country Center which was a great team builder.

Dispatch candidate has been moved to the background stage and an offer has been presented to an officer candidate.

MVPD dispatch had a rash of employees get sick with COVID. Officers were assigned to assist in dispatch as needed over a 10-day period

Throughout the month officers utilized the ALPR to locate and recover 13 stolen vehicles. In addition, officers recovered two additional stolen vehicles with fraudulent paper tags as part of a fake paper tag tactical operation. In total 53 fake paper tags were recovered.

Commander Baker shared the assessment of the case dispositions from the District Attorney's Office reported in August. 15 cases were disposed of through the county district court system, 11 were felonies, 4 misdemeanors and 1 felony received probation. Year to date MVPD is at a 92% dismissal rate.

**f. Executive Session**

1. Legal advice from the Commission's attorney regarding pending claims against the Department.
2. Legal Advice and discussion of personnel matters.

The Police Commission adjourned into Executive Session at 7:31 p.m. and reconvened at 7:41p.m.

No action was taken during the executive session.

Motion was made by Commissioner Southwick and seconded by Commissioner Rosenbaum to adjourn the meeting at 7:42 p.m. The Commission voted unanimously to approve the motion.

Approved and accepted on \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Brooke Hamilton, Chairman  
Board of Commissioners  
Memorial Villages Police Department



Memorial Villages Police Department  
11981 Memorial Drive  
Houston, Texas 77024

*Raymond Schultz*  
*Chief of Police*

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October 5, 2022

Submitted for your review is the FY22 Budget Performance Report and accompanying documents as of September 30, 2022. At the completion of the third quarter of the fiscal year, the department has received 83% of its appropriation and has expended 72%.

**General Fund:**

The Department remains projected to end the year operating within budget.

**Vehicle Replacement:**

Banking Fees were the only charges for the month of September. Transfer to the General Fund for the vehicle replacement purchases. Final transfer will occur next month.

**Special Capital Assets Fund:**

Banking Fees were the only charges for the month of September

**Update:**

Quarterly investment and collateral report – See attached

**Memorial Villages Police Department  
General Fund  
For the nine months ended September 2022**

75.00% 76.92%

DESCRIPTION	AMENDED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/22	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
100 Regular Wages	3,785,751	2,716,709	1,069,042	71.76%	3,735,575	50,176	99%
110 Overtime	125,000	108,005	16,996	86.40%	140,406	(15,406)	112.3%
115 Court/Bailiff OT	10,000		10,000	0.00%	1,200	8,800	12%
120 Retirement	459,268	332,058	127,210	72.30%	441,112	18,156	96.0%
125 457b Employer contribution	62,870	32,121	30,749	51.09%	62,870	0	100%
130 Health Insurance	625,314	400,705	224,609	64.08%	567,948	57,366	90.8%
140 Workers Compensation	75,000	51,276	23,724	68.37%	74,935	65	100%
150 Life/LTD	21,982	14,660	7,322	66.69%	19,805	2,177	90.1%
160 Medicare/SS	56,911	42,517	14,394	74.71%	55,273	1,639	97%
Colorado Tax		542	(542)		542	(542)	
<b>Personnel Services</b>	<b>5,222,098</b>	<b>3,698,594</b>	<b>1,523,504</b>	<b>70.8%</b>	<b>5,099,667</b>	<b>122,431</b>	<b>97.7%</b>
200 Auto	27,500	27,973	(473)	101.7%	36,355	(8,855)	132%
210 General Liability	400	310	90	77.4%	429	(29)	107.2%
220 Public Official Bond	900	636	264	70.7%	924	(24)	103%
230 Professional Liability	21,000	20,695	305	98.5%	26,969	(5,969)	128.4%
240 Real & Personal Property	9,600	6,056	3,544	63.1%	8,376	1,224	87%
<b>Total Other Insurance</b>	<b>59,400</b>	<b>55,670</b>	<b>3,730</b>	<b>93.7%</b>	<b>73,054</b>	<b>(13,654)</b>	<b>123.0%</b>
300 Gas & Oil	81,000	89,802	(8,802)	110.9%	132,736	(51,736)	164%
310 Maintenance	40,000	31,436	8,564	78.6%	40,046	(46)	100.1%
320 Tires	7,000	3,654	3,347	52.2%	4,871	2,129	70%
330 Damage Repair	10,000	3,081	6,919	30.8%	4,109	5,891	41.1%
<b>Maintenance &amp; Misc.</b>	<b>138,000</b>	<b>127,973</b>	<b>10,027</b>	<b>92.7%</b>	<b>181,763</b>	<b>(43,763)</b>	<b>131.7%</b>
400 General Maintenance	30,000	23,044	6,956	76.8%	28,389	1,611	95%
410 Janitorial Services	21,000	15,300	5,700	72.9%	20,400	600	97.1%
420 Jail	1,000		1,000	0.0%	500	500	50%
430 Building Furnishings	15,000	774	14,226	5.2%	8,500	6,500	56.7%
<b>Total Building</b>	<b>67,000</b>	<b>39,118</b>	<b>27,882</b>	<b>58.4%</b>	<b>57,789</b>	<b>9,211</b>	<b>86.3%</b>
500 Computers	13,000	13,743	(743)	105.7%	13,743	(743)	106%
510 Postage/Postage Machine	1,300	807	493	62.1%	1,300	0	100.0%
520 Stationery/Expendables	15,000	17,134	(2,134)	114.2%	21,639	(6,639)	144%
530 Bank Finance Charges	550	426	124	77.5%	550	0	100.0%
540 Payroll	17,900	15,226	2,674	85.1%	17,900	0	100%
<b>Total Office</b>	<b>47,750</b>	<b>47,337</b>	<b>413</b>	<b>99.1%</b>	<b>55,131</b>	<b>(7,381)</b>	<b>115.5%</b>
600 Telephone	40,606	29,807	10,799	73.4%	37,149	3,457	91%
310 Electric	20,000	10,275	9,725	51.4%	13,700	6,300	68.5%
620 Water/Sewer	5,500	2,568	2,932	46.7%	3,424	2,076	62%
630 Natural Gas	600	408	192	68.1%	544	56	90.7%
<b>Total Utilities</b>	<b>66,706</b>	<b>43,058</b>	<b>23,648</b>	<b>64.5%</b>	<b>54,817</b>	<b>11,889</b>	<b>82.2%</b>
700 Equipment Maint Contracts	135,950	122,413	13,537	90.0%	125,950	10,000	93%
710 SETCIC fees	3,600	3,119	481	86.7%	3,100	500	86.1%
720 Legal/Professional	80,660	36,232	44,428	44.9%	38,899	41,761	48%
730 IT Services	102,050	74,323	27,727	72.8%	105,570	(3,520)	103.4%
740 Software Maintenance Contracts	59,200	47,438	11,762	80.1%	58,000	1,200	98%
<b>Total Contract Services</b>	<b>381,460</b>	<b>283,526</b>	<b>97,934</b>	<b>74.3%</b>	<b>331,519</b>	<b>49,941</b>	<b>86.9%</b>
800 Accreditation	1,200	1,440	(240)	120.0%	1,440	(240)	120%
810 Uniforms	30,500	33,674	(3,174)	110.4%	36,000	(5,500)	118.0%
820 Radio parts and labor	33,036	28,044	4,992	84.9%	28,044	4,992	85%
830 Firearms Training & Ammo	6,500	4,439	2,061	68.3%	5,500	1,000	84.6%
835 Tasers	15,000	15,924	(924)	106.2%	15,924	(924)	106%
840 Training & Prof Dues	58,000	50,238	7,762	86.6%	55,000	3,000	94.8%
850 Travel	7,000	2,632	4,368	37.6%	4,500	2,500	64%
860 Recruiting Costs	5,000	3,397	1,603	67.9%	4,529	471	90.6%
870 Criminal Investigations	3,500	1,318	2,182	37.7%	3,500	0	100%
880 Contingency	25,000		25,000	0.0%	0	25,000	0.0%
890 Small Equipment	14,100	8,028	6,072	56.9%	14,000	100	99%
<b>Total Office</b>	<b>198,836</b>	<b>149,133</b>	<b>49,703</b>	<b>75.0%</b>	<b>168,437</b>	<b>30,399</b>	<b>84.7%</b>
<b>TOTAL GENERAL</b>	<b>6,181,250</b>	<b>4,444,409</b>	<b>1,736,841</b>	<b>71.9%</b>	<b>6,022,177</b>	<b>159,072</b>	<b>97.4%</b>

**Memorial Villages Police Department  
Vehicle Replacement**

**For the nine months ended September 2022** 75.00%

Prior Year Cash Carryover	84,967.98			
FY22 Sale of vehicles	10,700.00			
FY22 Assessment collected to date	133,332.00		<b>FY22 Assessment remaining</b>	26,668.00
FY22 Interest earned to date	198.74			
FY22 Expenditures	(160,000.00)			
Due between Auto and Ops	13,333.50			
<b>FY22 Veh replacement expenditures covered by carryover</b>	<b>(72,027.06)</b>			
<b>Cash Balance @ 09/30/22</b>	<b>10,505.16</b>			

DESCRIPTION	AMENDED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/22	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
1000 Vehicle Replacement	160,000	160,000	0	100.00%	160,000	0	100.0%
<b>Total Vehicle Replacement</b>	<b>160,000</b>	<b>160,000</b>	<b>0</b>	<b>100.0%</b>	<b>160,000</b>	<b>0</b>	<b>100.0%</b>
<b>Vehicle Replacement costs covered by carryover</b>		<b>72,027</b>					

**Memorial Villages Police Department  
Special Capital Assets**

**For the nine months ended September 2022** 75.00%

Prior Year Cash Carryover	114,977.27			
Asset Seizure Funds	-			
FY22 Assessment collected to date	18,000.00		<b>FY22 Assessment remaining</b>	0.00
FY22 Interest earned to date	494.18			
FY21 Reimbursement for trailer purchase	17,000.00			
FY22 Expenditures	(112.74)			
<b>Cash Balance @ 09/30/22</b>	<b>150,358.71</b>			

DESCRIPTION	AMENDED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/22	Projected Saving / (Deficits)	% Forecasted
<i>Expenditures</i>							
2880 Capital Projects	18,000	113	17,887	0.0%	18,000	0	100.0%
<b>Total Special Capital Assets</b>	<b>18,000</b>	<b>113</b>	<b>17,887</b>	<b>0.0%</b>	<b>18,000</b>	<b>0</b>	<b>100.0%</b>
<b>Total Vehicle and Capital Fund</b>	<b>178,000</b>	<b>160,113</b>	<b>17,887</b>	<b>90.0%</b>	<b>178,000</b>	<b>0</b>	<b>100%</b>

**Memorial Villages Police Department**

DESCRIPTION	AMENDED BUDGET	ACTUAL	DIFF	% Executed	Forecasted Annualized 12/31/22	Projected Saving / (Deficits)	% Forecasted
<b>GENERAL FUND</b>	<b>6,181,250</b>	<b>4,444,409</b>	<b>1,736,841</b>	<b>72%</b>	<b>6,022,177</b>	<b>159,072</b>	<b>97%</b>
<b>VEHICLE &amp; CAPITAL FUNDS</b>	<b>178,000</b>	<b>160,113</b>	<b>0</b>	<b>90%</b>	<b>178,000</b>	<b>0</b>	<b>100%</b>
<b>TOTAL BUDGET</b>	<b>6,359,250</b>	<b>4,604,521</b>	<b>1,736,841</b>	<b>72%</b>	<b>6,200,177</b>	<b>159,072</b>	<b>97%</b>

**MEMORIAL VILLAGES POLICE DEPARTMENT  
PROJECTED CASH BALANCE  
30-Sep-22**

**All Funds (MODIFIED CASH BASIS PROJECTIONS)**

Cash collected for FY22 @ 09/30/22    5,281,492.17  
Estimated Expenditures (SEPTEMBER 22)    4,604,521.45  
676,970.72

**Cash Balances**

Health Benefits                    18,546.08  
General                                1,038,122.17  
Vehicle Replacement            10,505.16  
Dare Fund                            12,185.45  
Special Capital Assets  
Actual cash balance @ 09/30/22 all accounts    **1,229,717.57**

All Funds (Modified Accrual Basis Projections)	2022 YTD Budget	2022 YTD Actual	2022 YTD Difference (Budget vs. Actual)	2022 Total Amended Budget
GENERAL FUND REVENUES	5,101,047	5,118,767	17,720	6,181,250
GENERAL FUND EXPENDITURES		4,444,409		
<b>GENERAL FY 22 REVENUES OVER EXPENDITURES</b>		674,359		
VEHICLE REPLACEMENT REVENUES	133,332	144,231	10,899	160,000
VEHICLE REPLACEMENT EXPENDITURES		160,000		
<b>VEHICLE REPLACEMENT COVERED BY CARRYOVER FUNDS</b>		72,027		
<b>VEHICLE FY 22 REVENUES OVER EXPENDITURES</b>		(87,796)		
SPECIAL CAPITAL ASSETS REVENUES	18,000	18,494	494	18,000
CAPITAL EXPENDITURES		113		
<b>CAPITAL FY 22 REVENUES OVER EXPENDITURES</b>		18,381		
COMBINED REVENUES	5,252,379	5,281,492	29,113	6,359,250
COMBINED EXPENDITURES		4,604,521		
<b>COMBINED FY 22 NET REVENUES / EXPENDITURES</b>		676,971		
Formal reserves:				
		DARE		\$12,185
		VEHICLE REPLACEMENT		\$10,505
		SPECIAL CAPITAL ASSETS		\$150,359
		WORKING CAPITAL		\$60,000
		STATE TRAINING FUNDS		\$6,454
				<u>\$239,503</u>



## Village Fire Department 2022 Strategic Plan Performance Report

2022 OPERATING BUDGET	Standards/Base	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	YTD Total
Percentage if spending 100% budget		25.0%	25.0%	25.0%		75.0%
Actual Percentage Budget Spent	100%	23.22%	25.30%	26.37%		74.9%
Department Budget	\$7,789,561.06	\$1,808,825.15	\$1,970,679.65	\$2,054,325.43		\$5,833,830.23
Personnel Expenses Total	\$6,693,219.9	\$1,568,605.43	\$1,660,277.23	\$1,751,543.21		\$4,980,425.87
Percentage Personnel Budget Spent		23.44%	24.81%	26.17%		74.4%
Overtime	\$353,000.00	\$77,989.40	\$132,688.25	\$131,520.77		\$342,198.42
% Overtime Budget Spent		22.09%	37.59%	37.26%		96.9%
Capital Expenditures	\$230,400.00	\$10,481.47	\$11,187.42	\$58,952.45		\$80,621.34
% Capital Budget Spent		4.55%	4.86%	25.59%		35.0%
Operational Expenditures	\$865,941.12	\$229,738.25	\$299,215.00	\$243,829.77		\$772,783.02
% Operational Budget Spent		26.53%	34.55%	28.16%		89.2%
<b>EMERGENCY OPERATIONS:</b>						
Average Dispatch Time, high priority calls	60 Seconds	0:44	0:38	0:42		0:41
Average Turnout Times, high priority calls	60 seconds	0:54	1:01	0:59		0:58
Average Total Response high priority EMS cal	6:30	4:46	4:43	4:46		4:45
Average Total Response high priority fire calls	6:50	3:48	4:37	4:33		4:19
# Incidents		551	554	623		1728
# Responses		915	916	1095		2926
VFD Patients		223	272	266		761
Patients Transported		152	130	229		511
<b>EMS REVENUE:</b>						
EMS Revenue Fund Balance		\$67,769.08	\$111,718.14	\$181,953.45		\$181,953.45
Revenue Collected, Avg Per Patient		\$459.26	\$370.74	\$431.42		\$420.47
Amount Billed		\$360,586.58	\$111,443.56	\$382,803.18		\$854,833.32
Gross Revenue Received		\$69,807.25	\$48,196.21	\$98,794.26		\$216,797.72
<b>FIRE MARSHAL:</b>						
# of General Plans Reviewed		10	6	8		24
# of Sprinkler Systems Reviewed		45	52	55		152
# Fires investigated		1	1	0		2
# INSPECTIONS YTD		171	238	433		433
Fire Prevention Permits		15	8	7		30
Residential Sprinklers to date		2200	2,225	2,250		2,250
# OF COMMUNITY Ed Events		20	9	11		40
% of Homes with Sprinkler Systems	6708	32.8%	33.1%	33.3%		33%



TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington; City Administrator

MEETING DATE: October 24, 2022

SUBJECT: Discuss and Take Possible Action on Ordinance No. 2022.10.24 to Increase the Rate of Deposits to the Texas Municipal Retirement System by the Employees of the City of Piney Point Village.

**Agenda Item: 3**

In 1947, the Texas Legislature established TMRS to provide retirement, disability and death benefits to the employees of TMRS participating cities. TMRS administers a cash balance retirement plan in which the member's benefit is based on their own contributions and annual interest, their employing city's matching contribution and any additional earned credits. When the member retires, their monthly benefit payment is determined by their benefit option selection and actuarial factors, including their age. In 2021, TMRS paid \$1.6 billion in benefits, an increase of \$101.3 million, or 6.6%, from \$1.5 billion in benefits paid in 2020. As of December 31, 2021, TMRS had 901 participating cities, and a majority of the cities provide Member Contribution Rate of 7%. The City of Piney Point only offers 5% with the actual current rate of contribution at 5.81% (full rate). In order to expand our benefits to 7%, the city contribution would increase to 8.11% (full rate) or \$13,185 annually.

**Recommendation**

Council adopted the FY23 budget which includes the additional allocation needed to cover the expansion of TMRS coverage. Staff recommends approval of Ordinance No. 2022.10.24 to increase the rate of deposits to the Texas Municipal Retirement System by the employees of the City of Piney Point Village. The change, if approved, will go into effect January 1.

**ORDINANCE NO. 2022.10.24**

**AN ORDINANCE TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY OF PINEY POINT VILLAGE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF PINEY POINT VILLAGE, TEXAS:**

**Section 1.** That all employees of the City of Piney Point Village, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of 7% of their individual earnings.

**Section 2.** This ordinance shall become effective on the **1st day of January, 2023.**

Passed and approved this the 24th day of October, 2022.

---

Mark Kobelan, Mayor

ATTEST:

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Karen Farris,  
City Secretary

TMRS-Dep



September 9, 2022

Karen Farris  
City Secretary  
Piney Point Village  
7676 Woodway Suite 300  
Houston, TX 77063

Via Email

Re: Employee contribution rate

Dear Ms. Farris,

With respect to your interest in increasing your employees' TMRS contribution rate from 5% to 7%, your city council must make this change by adopting an ordinance. For your convenience, we have enclosed a model ordinance that can be adopted by the city council to make this change.

The ordinance can become effective as early as the first day of the month following its adoption. When the ordinance becomes effective, the city must begin deducting the new contribution rate from each employee's gross monthly wages.

As reflected in the Plan Change Study you previously received, when the employees' contribution rate increases, the city's contribution rate beginning January 1, 2023 will increase to 8.11%.

When the ordinance is adopted, please send a copy to Veronica Escobedo at [vescobedo@tmrs.com](mailto:vescobedo@tmrs.com).

If you have any questions about the ordinance or anything else, please call me at 512-225-3760.

Sincerely,

A handwritten signature in blue ink that reads "Leslee S. Hardy".

Leslee S. Hardy, ASA, FCA, EA, MAAA  
Director of Plan Design & Funding

# TMRS Comparison of Alternate Benefit Design(s)

FOR CITIES

2023 Rates • Piney Point Village (01001)

Report Date - June 28, 2022

Plan Provisions	Current	Option 1	Option 2	Option 3
Deposit Rate	5.00%	6.00%	7.00%	6.00%
Matching Ratio	2 to 1	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	0%	0%	100%
Transfer USC *	No	No	No	Yes
Annuity Increase	0%	0%	0%	0%
20 Year/Any Age Ret.	No	No	No	No
Vesting	5 years	5 years	5 years	5 years
Supplemental Death Benefit	A & R	A & R	A & R	A & R
<b>Contribution Rates</b>	<b>2023</b>	<b>2023</b>	<b>2023</b>	<b>2023</b>
Normal Cost Rate	5.08%	6.10%	7.12%	6.10%
Prior Service Rate	<u>0.36%</u>	<u>0.49%</u>	<u>0.62%</u>	<u>4.83%</u>
Retirement Rate	5.44%	6.59%	7.74%	10.93%
Supplemental Death Rate	<u>0.37%</u>	<u>0.37%</u>	<u>0.37%</u>	<u>0.37%</u>
Total Rate	5.81%	6.96%	8.11%	11.30%
Unfunded Actuarial Liability	\$13,630	\$20,184	\$26,495	\$222,960
Amortization Period	11 years	11 years	11 years	11 years
Funded Ratio	98.4%	97.7%	97.0%	79.3%

\* As of the December 31, 2021 valuation date, there was 1 employee with service in other TMRS cities eligible for transfer USC.

# **TMRS** Comparison of Alternate Benefit Design(s)

FOR CITIES

## 2023 Rates • Piney Point Village (01001)

Report Date - June 28, 2022

Plan Provisions	Current	Option 4
Deposit Rate	5.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	0%	100%
Transfer USC *	No	Yes
Annuity Increase	0%	0%
20 Year/Any Age Ret.	No	No
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
<b>Contribution Rates</b>	<b>2023</b>	<b>2023</b>
Normal Cost Rate	5.08%	7.12%
Prior Service Rate	0.36%	6.80%
Retirement Rate	5.44%	13.92%
Supplemental Death Rate	0.37%	0.37%
Total Rate	5.81%	14.29%
Unfunded Actuarial Liability	\$13,630	\$315,400
Amortization Period	11 years	11 years
Funded Ratio	98.4%	73.0%

\* As of the December 31, 2021 valuation date, there was 1 employee with service in other TMRS cities eligible for transfer USC.

## Karen Farris

---

**From:** Escobedo, Veronica <vescobedo@tmrs.com>  
**Sent:** Friday, September 9, 2022 11:06 AM  
**To:** Karen Farris  
**Subject:** City of Piney Point Village Model Ordinance  
**Attachments:** Piney Point Village Trans- Deposit Only .pdf; Piney Point Village\_Plan Change Study\_6 deposit with ad hoc USC-T\_7 deposit with ad hoc\_062822.pdf; Piney Point Village ORD - DEP Only.doc

Ms. Farris,

Please see the attached model ordinance including 7% employee contribution rate for the city of Piney Point effective January 1, 2023. For your convenience, I am also including the Plan Change Study provided in a previous email.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,



**Veronica X. Escobedo**

City Services Support Analyst

512-225-3727

**Mail:** P.O. Box 149153 • Austin, TX 78714-9153

**Office:** 2717 Perseverance Drive, Suite 300 • Austin, TX 78731

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TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington; City Administrator

MEETING DATE: October 27, 2022

SUBJECT: Discussion/Presentation on Project Status for New Memorial Drive Elementary School.

**Agenda Item: 4**

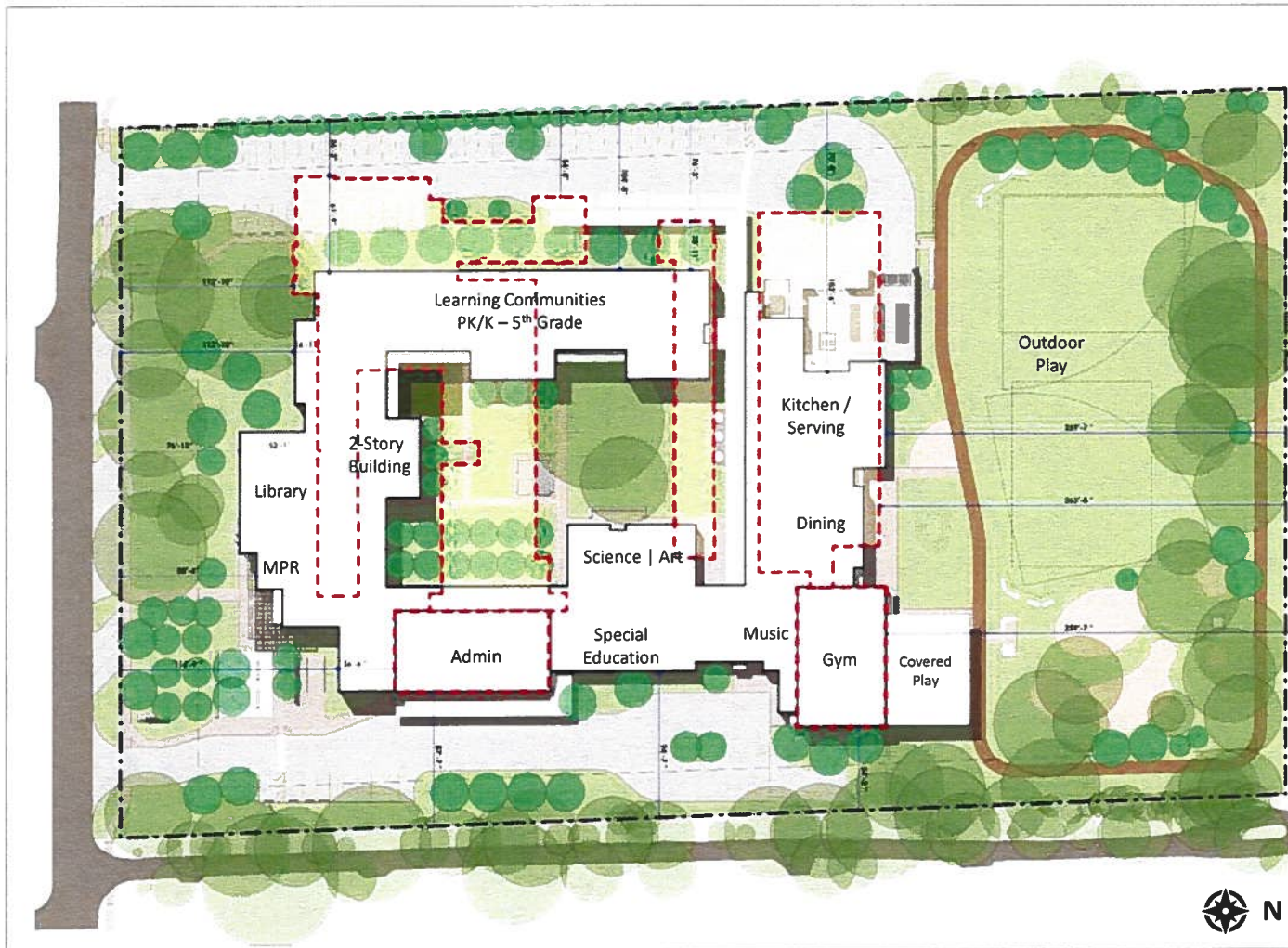
SBISD will formally propose a special use permit for the new elementary to Planning & Zoning on October 27. The purpose of this item is to share any additional information prior to the formal SUP process.

No action is to be taken as this item is listed as an opportunity to hear from SBISD on the proposed new elementary.



# Site Context: Site Plan Overlay | Existing Building + New Building

MEMORIAL DRIVE ELEMENTARY SCHOOL



## Memorial Drive Elementary

### Building Shape Legend

- Existing = Red Dashed Outline
- Proposed = Solid White Building

### Oak Lane Neighbors (East)

- Existing Library → New Admin
- Existing Gym = Renovated Gym
- New 1-story portion further away from the property line

### Wexford Court Neighbors (West)

- New 2-story portion further away:  
Existing Cafeteria + Service Yard  
Existing 300 Wing  
Existing 400 Wing

### Back Neighbors (North)

- Existing Gym = Renovated Gym
- New 1-story portion about same as Existing 400 Wing

### Front Street (South)

- Existing Library → New Admin
- New Library closest to the street
- New 2-story portion slightly closer Existing Cafeteria and 100-Wing



TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington; City Administrator

MEETING DATE: October 24, 2022

SUBJECT: Discuss and Take Possible Action on Municipal Court Collections, Including an Agreement with the Law Firm of Linebarger Goggan Blair & Sampson, LLP as Special Counsel to Perform all Legal Services Necessary to Collect Unpaid Fines, Fees, and Court Costs as Provided in Tx Code of Criminal Procedure Art. 103.0031 and Authorizing the Execution of Such Agreement.

**Agenda Item: 5**

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to The City of Piney Point Village to be collected in the most effective manner. The City of Piney Point Village desires that such unpaid fines, fees and court costs be collected as provided in the Texas Code of Criminal Procedure. The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas.

**Recommendation:**

Entering into the proposed agreement is in the best interests of the residents of The City of Piney Point Village because the unpaid fines, fees and court costs will be professionally collected without the additional costs to the City.

Staff recommends Linebarger Goggan Blair & Sampson, LLP represent the City of Piney Point Village in the collection of unpaid fines, fees and court costs beginning in 2022.

**RESOLUTION 2022.10.24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECCESARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031.**

**WHEREAS**, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

**AFTER EXCERCISING ITS DUE DILIGENCE, THE CITY OF PINEY POINT VILLAGE FINDS THAT:**

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Piney Point Village at a reasonable cost; and
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by TX Code of Criminal Procedure Art. 103.0031 and because the City of Piney Point Village does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE THAT:**

**SECTION 1.** This statement set out in the preamble to this Resolution are true and correct.

**SECTION 2.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

**PASSED AND APPROVED this 24th DAY OF October 2022.**

---

Mark Kobelan, Mayor

ATTEST:

---

Karen Farris, City Secretary

**ORDER**

The City Council of the City of Piney Point Village, convened at a regular meeting of said Council at the City Hall of said city on the 24<sup>th</sup> day of October 2022, when among other business, the following was transacted with a quorum of members present:

RESOLUTION AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

- 1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
- 2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
- 3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;
- 4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR
- 5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

\_\_\_\_\_ introduced the resolution and made a motion that the same be adopted. \_\_\_\_\_ seconded the motion for adoption of the resolution. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

The Mayor thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

**WHEREAS**, the City of Piney Point Village wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said City and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

**WHEREAS**, under said article, the governing body of said City is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE SITTING AS THE GOVERNING BODY OF SAID CITY, THAT:**

*Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.*

*Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION ORDERED PAID BY A MUNICIPAL COURT SERVING THE CITY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND*

*(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:*

*(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;*

*(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b) OR OTHER LAW;*

*(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE;*

*(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE CITY; OR*

*(5) AS SPECIFIED IN A CITATION, SUMMONS, OR OTHER NOTICE AUTHORIZED BY SECTION 682.002, TRANSPORTATION CODE, THAT CHARGES THE ACCUSED WITH A PARKING OR STOPPING OFFENSE,*

*WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.*

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of October, 2022.

CITY OF PINEY POINT VILLAGE

BY: \_\_\_\_\_

\_\_\_\_\_  
Mark Kobelan, Mayor

ATTEST:

\_\_\_\_\_

# **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between the CITY OF PINEY POINT VILLAGE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

## **Article I**

### *Nature of Relationship and Authority for Contract*

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

## **Article 2**

### *Scope of Services*

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

### **Article 3** *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18, 2003. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

### **Article 4** *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software,



and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

## **Article 5**

### *Costs*

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

## **Article 6**

### *Term and Termination*

6.01 This AGREEMENT shall be effective October 24, 2022 and shall expire on October 24, 2025 unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for two additional one year periods without the necessity of any further action by either party.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

## **Article 7** *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP  
Attention: Director of Client Services  
The Terrace II  
2700 Via Fortuna Drive  
Suite 400  
Austin, TX 78746

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Piney Point Village  
Office of the City Secretary  
7676 Woodway Dr., Suite 300  
Houston, TX 77063

7.06 *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the \_\_\_\_\_ day of October, 2022.

City of Piney Point Village

By: \_\_\_\_\_  
Mark Kobelan  
Mayor

Linebarger Goggan Blair & Sampson, LLP

By: \_\_\_\_\_  
Richard S. Hill  
Capital Partner

# NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of Piney Point Village City Council will be held at 6:00 p.m. on October 24, 2022 at City of Piney Point Village City Hall, 7676 Woodway, Suite 300, Houston, TX 77063, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Tx Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to The City of Piney Point Village to be collected in the most effective manner. The City of Piney Point Village desires that such unpaid fines, fees and court costs be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 45 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that The City of Piney Point Village does not currently possess.

Linebarger Goggan Blair & Sampson, LLP will represent The City of Piney Point Village with competence and professionalism, in the collection of unpaid fines, fees and court costs beginning in 2022.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of The City of Piney Point Village due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Tx Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee, in the amount of 30 percent, in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to The City of Piney Point Village.

Entering into the proposed agreement is in the best interests of the residents of The City of Piney Point Village because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to The City of Piney Point Village of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis, which would otherwise be required.

TO: Members of the City Council

FROM: Mayor Mark Kobelan

MEETING DATE: October 24, 2022

SUBJECT: Mayor's Monthly Report

**Agenda Item: 6**

This agenda item includes reports from the mayor on the status of various projects.

TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington; City Administrator

MEETING DATE: October 24, 2022

SUBJECT: Discuss and take possible action on the City Administrator's Monthly Report, including, but not limited to, selected items.

**Agenda Item: 7**

The City Administrator will provide information for Council and the community that contains updates on important city initiatives that are not generally included on a city council agenda for action. These updates represent important city activities that should be of interest to local elected leaders, community leaders, and residents. However, some items listed may call for Council approval and/or delegate authorization under the direction of Council. Note the following items:

- A. Financial Report: This report represents a general overview of financial activity through September 2022, which is the ninth month of fiscal year 2022. Attached is the latest report. Staff recommends approving the report as presented.
- B. Investment Report: The Public Funds Investment Act and the City's Investment Policy require that an Investment Report be presented to City Council on a quarterly basis. Attached is the Quarterly Investment Report for Quarter ended September 2022. Staff recommends acceptance as presented.
- C. Westco Landscape Maintenance Contract: Current contract is an automatic renewal. Note the contract allows a 3% maximum escalation. Service Specifications include landscape maintenance totaling 42 annual visits. Agreement includes mowing, weeding edging, blowing all debris, litter and leaf removal, spot treating for fire ants, pruning and herbicide treatment. In addition, the contract calls for visual inspection and adjustment of the irrigation system, monitoring controllers, and making minor repairs. Pine bark mulch will be applied twice a year. Staff and the Beatification Committee recommend an extension.
- D. Verizon: Verizon submitted construction plans for proposed telecommunication service line projects. Verizon will notify the city 48 before starting work on this project. Lines include:
  - N. Piney Point.
  - Hedwig – North of Claymore.
  - Greenbay – Between Piney Point and Robins Drive.

- Claymore.
  - Smithdale – Between Everett and Hedwig.
  - Beinhorn.
- E. AT&T: AT&T submitted construction plans for proposed direct bore fiber service line projects. Work is in the area between N. Piney Point, Beinhorn, Hedwig and Claymore.
- F. Update on Specific Use Permit Projects: The purpose of this listing is to share any current information or progress on these major construction programs.
- The Kinkaid School Specific Use Permit: On May 2, 2022, Council unanimously approved The Kinkaid School Specific Use Permit on the proposed new Upper and Lower School, Administration Building, and other related improvements. The purpose of this listing is to share any current information or progress on this major construction program.
  - Memorial Drive Elementary School Update: SBISD will propose a special use permit for the new elementary. The purpose of this listing is to share any current information or progress on this major construction program.
  - St. Francis Episcopal Church Specific Use Permit: On May 2, 2022, Council unanimously approved the St. Francis Episcopal Church Specific Use Permit
- G. Events:
- Arbor Day: Arbor Day is to be observed on November 5.
  - P&Z Meeting: October 27, SBISD will propose the MDE special use permit at this regular scheduled meeting.
  - Appreciation Dinner: We are planning an appreciation dinner for all staff, council, board members and volunteers. Dinner is sponsored by GFL and set for December 6 at 5PM.
  - Shred Event: Donations, Shredding & Rx Disposal held Saturday, October 22
  - Twinkle Light Parade: Thursday, December 15. The parade typically begins at 6PM at Frostwood Elementary School. Parade will travel Southbound on Blalock Road and ends at Memorial Drive Presbyterian Church Parking Lot. There will be a gathering at the end of the parade. We plan to participate with a city float.
  - Holiday Decorations: City will upgrade banners and add decoration lights to Carol Park for the Holidays.



# CITY OF PINEY POINT VILLAGE FINANCIAL REPORT

## SEPTEMBER 2022 FINANCIALS

This report represents a general overview of the city’s financial operations through September 2022, which marks the third quarter of the fiscal year. Beginning balances are audited. Budgeted numbers in this report represent the original adopted for fiscal year 2022.

### General Fund

	Prior YTD	Budget	Month	YTD
<b>Total Revenues</b>	\$7,276,148	\$7,496,659	\$722,005	\$8,261,195
<b>Total Expenditures</b>	\$6,642,570	\$7,496,659	\$387,937	\$5,170,978
<b>Over/(Under)</b>	\$633,578	\$0	\$334,068	\$3,090,217

	Prior YTD	Budget	Month	YTD
<b>Operating Revenues</b>	\$6,733,713	\$7,496,659	\$276,012	\$7,426,626
<b>Operating Expenditures</b>	\$5,039,816	\$6,361,974	\$387,937	\$4,767,114
<b>Over/(Under)</b>	\$1,693,897	\$1,134,685	(\$111,925)	\$2,659,512

1. Total revenues are \$8,261,195 or 110.2% of budget and 13.9% greater than last YTD mainly due to property tax collection and intergovernmental revenues. Operational revenues are \$7,426,626 with non-operating proceeds at \$834,569.
  - a. General Fund cash and investments total \$3,722,890, of which \$1,807,438 is considered operating and available with \$1,915,451 invested. Additional invested cash classified as debt secured and capital restricted is \$3,839,465. Total cash and investments for the city at \$7,562,353.
  - b. For property tax, the adopted rate is \$0.255140 with \$0.22316 designated as M&O and the remaining \$0.03198 as the I&S requirement to finance the annual bond debt<sup>1</sup>. The total property collection is reported at \$7,095,189. The levy portion dedicated to M&O

<sup>1</sup>Note that the M&O rate ties to ordinance 2021.09.27B and is adjusted from prior reports.



is \$6,205,857. The M&O collection is \$440,315 or 7.6% higher than the prior YTD and is at 102.6% of budget.

- c. As reported by SBISD, the 2021 tax year adjusted levy is \$6,939,051, an increase of \$217,452 from the original levy of \$6,721,600. The receivable balance (M&O and I&S) is \$52,835.
- d. In addition, the SBISD reported delinquent collection from prior years at \$169,223 with a receivable balance of \$163,375.37 The total receivable balance for current and delinquent is \$216,210. Actual collections reported by SBISD are included as a separate report.
- e. Sales Tax collection thru September totals \$284,363 or 109.4% of the total annual \$260,000 projection. Collections are \$45,368 or 19.0% higher than this time last year.
- f. Franchise tax collections are currently at \$296,977 or 10.6% higher than last YTD, due to timing. The city collected 102% of budget expectation for gas franchise at \$25,391 due to the increase in market price on fuel. The budget original projection includes an additional \$110K in franchise tax.
- g. Court revenue is \$73,748, or 73.7% of budget and \$29,892 greater than last YTD. Court fines total \$68,297 and the remaining \$5,450 primarily restricted for special use such as safety, court security or technology. The court continues to successfully operate virtual by zoom. The city collected \$65,382 in court revenue for 2021 year-end. Current trends show improvement from 2021 collections, with actual expectations forecasting to original budget target.
- h. Permits & Inspections total \$519,447 with projection exceeding yearend target by 22.3%. Permits and inspection fees account for 88% of the category revenue. Permitting includes The Kinkaid School special use permit review. Other charges for service include plat reviews at \$10K, drainage reviews at \$43K and contractor registration at \$9K. Original year-end expectations are over by \$94K.
- i. Alarm registrations are \$26,200, 87.3% of annual budget projection. This represents a \$23,450 improvement over last YTD. Annual alarm registrations prove to be beneficial in maintaining up-to-date emergency information for individual properties. Most of the collection fees were received in January and February.
- j. The revenue from interest has been limited in past years due to Covid economic measures. Interest revenue is witnessing significant improvement from the prior year as increases in the Fed rate are to combat the current nation-wide inflation outlook and our investments are secured in the portfolios that respond to these Fed adjustments. Year-end projection trend is ramping up to the originally ambitious \$40K budgeted; The \$20,034 earned thus far represents a \$18,903 improvement over last year.

- k. Non-operational revenue of \$789,796 includes a \$362,265 reimbursement from the City of Houston Windermere Outfall Project and \$427,531 from ARPA. Funds are to be reallocated toward respective projects as outlined in the FY23 Budget.
2. Total expenditures are budgeted for a total of \$7,496,659 with YTD operating expenditures at \$4,767,114 and YTD total expenditures are \$5,170,978 or 69% with \$2,325,681 remaining. Operating expenses are at 74.9% with \$1,594,860 remaining. Non-operating expenses are at 35.6% of budget with leaving \$730,821 remaining for capital programing.
3. Divisions and category highlights are as follows:
  - a. Police Services at \$1,750,793 or 83.6% due to the practice of providing two months of service payments at the beginning of the year as agreed for adequate MVPD operational cash flow. This represents a 3.1% increase from last year to date.
  - b. Fire Services at \$1,239,136 or 79.2%. includes 1.5 months of service payments at the beginning of the year for adequate VFD operational cash flow. This represents a 7.1% increase from last year to date. Note that Council department approved a budget amendment totaling \$108,328 to cover 5% increases in salaries and three additional employees to handle the demand in ambulance services – specifically the time it takes to admit a patient into a hospital, clinic, or other treatment facility. We will recommend an amendment to the city budget to reflect this change prior to the adoption of the 2023 budget in September.
  - c. Contract Services are 67.6% with \$170,148 allocation remaining for the year. Services including auditing fees for completing the 2021 annual audit as well as legal fees higher than projected due to the additional time needed to finalize the St. Francis Special Use Permit.
  - d. Building Services are reported at 86.4%. Services are higher due to third party inspections. Although, trend shows that expenditures will surpass budget, it is offset from the revenues received on permitting charges for service. Electrical inspections are \$14,490 greater than last year by \$5,220 and structural inspections \$9,660 greater than last YTD. Also, general IT services are currently accounted for in this division at \$19,080.
  - e. Administration/General Government division is currently under budget expectations at 70.9%.
  - f. Municipal Court operations at 43.2% maintaining operational savings with merchant service fees and Judge/Prosecutor/Interpreter costs.
  - g. Public Works Maintenance division is well below expectation at 40.3% with savings in maintenance and repair costs. Landscape maintenance and tree care removal are active expenses over the prior year. Remaining division expenditure is \$222,562.

- h. Capital expenditures at 35.6% with \$730,821 remaining. Wilding Lane CIP is closed out with retainage held. The city is focusing on other programs to improve the city infrastructure and amenities with engineering and survey work currently totaling \$121K recorded for the 96" South Piney Point Road Stormwater Replacement and the Tokeneke – Country Squire improvements. Additional expenses are expected in the coming months for survey and study of the Williamsburg Drainage as well as Greenbay corridor enhancements that will likely extend into next fiscal year.
4. Revenues are over expenditures by \$3,090,217 with beginning fund balance at \$3,702,509, the current balance is \$6.8M; however, with most of the revenue related to property tax collection and an adoption of a balanced budget, this balance will decrease noticeably through the remaining months of the year. The fund expects to maintain at least \$3,702,509 by year end and allocation of project carryover to FY23.

**Debt Service Fund**

	<u>Prior YTD</u>	<u>Budget</u>	<u>Month</u>	<u>YTD</u>
<b>Total Revenues</b>	\$1,366,080	\$875,200	\$17,862	\$919,301
<b>Total Expenditures</b>	\$1,507,525	\$875,200	\$0	\$875,950
<b>Over/(Under)</b>	(\$141,445)	\$0	\$17,862	\$43,351

5. Revenues are \$919,301; 105% of budget with combined property tax at \$889,332, 101.6% of budget and interest at \$29,969. The adopted rate designated for interest and sinking is \$0.03198 as the requirement to finance the annual bond debt<sup>2</sup>. The original budget incorporated a 99% collection rate based on trends from past collection years.
6. Expenditures at \$875,950, 100% of budget, as debt service principal payments are semiannual. Payment the first annual covering principal obligations occurred in January. The second annual payment in June covers our annual obligations. Debt obligations are scheduled through 2027 and detail is provided in the 2023 proposed budget.
7. Revenues are over expenditures by \$43,351, due to timing of payments. Debt service restricts a portion of cash to support fund balance. Revenues are projected to exceed expenditures through year-end due to interest income.

**FOR MORE INFORMATION:** This summary report is based on detailed information generated by the City’s Administration. If you have any questions or would like additional information on this report, please contact city administration at 713-230-8703.

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<sup>2</sup> Note that the debt service rate ties to ordinance 2021.09.27B.



# Piney Point Village TEXAS

Statement of Revenue & Expenditures  
For Month Ended: September 30, 2022

## GENERAL FUND SUMMARY

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>REVENUES</b>						
PROPERTY TAXES	5,765,543	6,048,959	65,749	6,205,857	102.6%	(156,898)
SALES TAXES	238,995	260,000	30,153	284,363	109.4%	(24,363)
FRANCHISE TAXES	268,481	407,100	45,415	296,977	72.9%	110,123
COURT REVENUE	43,856	100,000	9,898	73,748	73.7%	26,252
PERMITS & INSPECTIONS	412,957	424,600	120,365	519,447	122.3%	(94,847)
ALARM REGISTRATIONS	2,750	30,000	250	26,200	87.3%	3,800
GOVERNMENTAL CONT. (METRO)	0	136,000	0	0	0.0%	136,000
PILOT FEES (KINKAID)	0	50,000	0	0	0.0%	50,000
INTEREST	1,131	40,000	4,183	20,034	50.1%	19,966
<b>TOTAL OPERATING</b>	<b>6,733,713</b>	<b>7,496,659</b>	<b>276,012</b>	<b>7,426,626</b>	<b>99.1%</b>	<b>70,033</b>
OTHER NON-OPERATING PROCEEDS	542,435	0	445,993	834,569		(834,569)
<b>TOTAL NON-OPERATING</b>	<b>542,435</b>	<b>0</b>	<b>445,993</b>	<b>834,569</b>		<b>(834,569)</b>
<b>TOTAL REVENUES</b>	<b>\$7,276,148</b>	<b>\$7,496,659</b>	<b>\$722,005</b>	<b>\$8,261,195</b>	<b>110.2%</b>	<b>(\$764,536)</b>
<b>EXPENDITURES</b>						
<b>PUBLIC SERVICE DIVISION</b>						
POLICE SERVICES	1,697,985	2,093,750	174,479	1,750,793	83.6%	342,957
FIRE SERVICES	1,157,318	1,565,224	130,435	1,239,136	79.2%	326,088
SANITATION COLLECTION	397,080	536,500	0	352,960	65.8%	183,540
OTHER PUBLIC SERVICES	21,690	21,500	1,209	12,349	57.4%	9,151
<b>PUBLIC SERVICE DIVISION</b>	<b>3,274,073</b>	<b>4,216,974</b>	<b>306,123</b>	<b>3,355,237</b>	<b>79.6%</b>	<b>861,737</b>
<b>OPERATIONS</b>						
CONTRACT SERVICES	435,537	524,500	6,018	354,352	67.6%	170,148
BUILDING SERVICES	189,793	220,000	2,458	190,148	86.4%	29,852
GENERAL GOVERNMENT	807,649	985,000	67,938	698,592	70.9%	286,408
MUNICIPAL COURT	40,003	42,500	247	18,348	43.2%	24,152
PUBLIC WORKS	292,762	373,000	5,152	150,438	40.3%	222,562
<b>OPERATION DIVISIONS</b>	<b>1,765,743</b>	<b>2,145,000</b>	<b>81,814</b>	<b>1,411,877</b>	<b>65.8%</b>	<b>733,123</b>
<b>TOTAL PUBLIC &amp; OPERATING</b>	<b>\$5,039,816</b>	<b>\$6,361,974</b>	<b>\$387,937</b>	<b>\$4,767,114</b>	<b>74.9%</b>	<b>\$1,594,860</b>
<b>NON-OPERATING</b>						
GENERAL CAPITAL PROGRAMS	359,654	1,134,685	0	37,688	3.3%	1,096,997
SURRY OAKS	100,237	0	0	0		0
96" STORMWATER REPLACEMENT	0	0	0	73,468		(73,468)
TOKENEKE - COUNTRY SQUIRE	0	0	0	47,436		(47,436)
WILDING LANE	1,142,862	0	0	245,271		(245,271)
<b>TOTAL NON-OPERATING</b>	<b>1,602,754</b>	<b>1,134,685</b>	<b>0</b>	<b>403,864</b>	<b>35.6%</b>	<b>730,821</b>
<b>TOTAL EXPENDITURES</b>	<b>\$6,642,570</b>	<b>\$7,496,659</b>	<b>\$387,937</b>	<b>\$5,170,978</b>	<b>69.0%</b>	<b>\$2,325,681</b>
REVENUE OVER/(UNDER) EXPENDITURES	633,578	0	334,068	3,090,217		



# Piney Point Village TEXAS

## Statement of Revenue & Expenditures For Month Ended: September 30, 2022

### GENERAL FUND REVENUES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<u>Tax Collection</u>						
10-4101 Property Tax (M&O)	5,765,543	6,048,959	83,238	4,071,732	67.3%	1,977,227
FY21: Unearned/Adjusted	0	0	(17,489)	2,134,125		(2,134,125)
Total Property Tax :	5,765,543	6,048,959	65,749	6,205,857	102.6%	(156,898)
10-4150 Sales Tax	238,995.29	260,000	30,153	284,363	109.4%	(24,363)
<b>Total Tax Collection:</b>	<b>6,004,538</b>	<b>6,308,959</b>	<b>95,902</b>	<b>6,490,221</b>	<b>102.9%</b>	<b>(181,262)</b>
<u>Permits &amp; Inspections</u>						
10-4203 Plat Reviews	5,000	8,000	1,750	10,100	126.3%	(2,100)
10-4204 Code Enforcement Citations	0	100	0	0	0.0%	100
10-4205 Contractor Registration	9,090	10,000	810	9,330	93.3%	670
10-4206 Drainage Reviews	30,650	45,000	5,250	42,800	95.1%	2,200
10-4207 Permits & Inspection Fees	366,717	360,000	112,555	456,717	126.9%	(96,717)
10-4208 Board of Adjustment Fees	1,500	1,500	0	500	33.3%	1,000
<b>Total Permits &amp; Inspections:</b>	<b>412,957</b>	<b>424,600</b>	<b>120,365</b>	<b>519,447</b>	<b>122.3%</b>	<b>(94,847)</b>
<u>Municipal Court</u>						
10-4300 Court Fines	41,791	100,000	9,263	68,297	68.3%	31,703
10-4301 Building Security Fund	723	0	222	1,908		(1,908)
10-4302 Truancy Prevention	737	0	227	1,947		(1,947)
10-4303 Local Municipal Tech Fund	590	0	181	1,557		(1,557)
10-4304 Local Municipal Jury Fund	15	0	5	39		(39)
<b>Total Municipal Court:</b>	<b>43,856</b>	<b>100,000</b>	<b>9,898</b>	<b>73,748</b>	<b>73.7%</b>	<b>26,252</b>
<u>Investment Income</u>						
10-4400 Interest Revenue	1,131	40,000	4,183	20,034	50.1%	19,966
<b>Total Investment Income:</b>	<b>1,131</b>	<b>40,000</b>	<b>4,183</b>	<b>20,034</b>	<b>50.1%</b>	<b>19,966</b>
<u>Agencies &amp; Alarms</u>						
10-4508 SEC-Registration	2,750	30,000	250	26,200	87.3%	3,800
<b>Total Agencies &amp; Alarms:</b>	<b>2,750</b>	<b>30,000</b>	<b>250</b>	<b>26,200</b>	<b>87.3%</b>	<b>3,800</b>
<u>Franchise Revenue</u>						
10-4602 Cable Franchise	59,493	75,000	0	61,654	82.2%	13,346
10-4605 Power/Electric Franchise	202,782	272,000	45,403	204,310	75.1%	67,690
10-4606 Gas Franchise	0	25,000	0	25,391	101.6%	(391)
10-4607 Telephone Franchise	5,846	35,000	0	2,777	0.0%	32,223
10-4608 Wireless Franchise	360	100	12	2,845	2845.2%	(2,745)
<b>Total Franchise Revenue:</b>	<b>268,481</b>	<b>407,100</b>	<b>45,415</b>	<b>296,977</b>	<b>72.9%</b>	<b>110,123</b>
<u>Donations &amp; In Lieu</u>						
10-4702 Kinkaid School Contribution	0	50,000	0	0	0.0%	50,000
10-4703 Metro Congested Mitigation	0	136,000	0	0	0.0%	136,000
10-4704 Intergovernmental Revenues	542,060	0	427,531	789,796		(789,796)
10-4800 Misc. Income	375	0	0	640		(640)
10-4801 Donations	0	0	0	1,706		(1,706)
10-4802 Reimbursement Proceeds	0	0	0	2,029		(2,029)
10-4803 CIP Cost Share	0	0	18,463	40,398		(40,398)
<b>Total Donations &amp; In Lieu:</b>	<b>542,435</b>	<b>186,000</b>	<b>445,993</b>	<b>834,569</b>	<b>448.7%</b>	<b>(648,569)</b>
<b>Total Revenue Received</b>	<b>7,276,148</b>	<b>7,496,659</b>	<b>739,494</b>	<b>6,127,070</b>	<b>81.7%</b>	<b>1,369,589</b>
FY21: Unearned Adjusted	0	0	(17,489)	2,134,125		(2,134,125)
<b>TOTAL REVENUES:</b>	<b>\$7,276,148</b>	<b>\$7,496,659</b>	<b>722,005</b>	<b>8,261,195</b>	<b>110.2%</b>	<b>(\$764,536)</b>



# Piney Point Village TEXAS

Statement of Revenue & Expenditures  
For Month Ended: September 30, 2022

## GENERAL FUND EXPENDITURES

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>PUBLIC SERVICE DIVISION</u></b>						
<u>Community Events</u>						
10-510-5001 Community Celebrations	0	5,000	0	1,597	31.9%	3,403
<b>Community Events:</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>1,597</b>	<b>31.9%</b>	<b>3,403</b>
<u>Police Services</u>						
10-510-5010 MVPD Operations	1,655,485	2,040,417	170,034	1,706,349	83.6%	334,068
10-510-5011 MVPD Auto Replacement	42,500	53,333	4,445	44,444	83.3%	8,889
10-510-5012 MVPD Capital Expenditure	0	0	0	0	n/a	0
<b>Police Services:</b>	<b>1,697,985</b>	<b>2,093,750</b>	<b>174,479</b>	<b>1,750,793</b>	<b>83.6%</b>	<b>342,957</b>
<u>Miscellaneous</u>						
10-510-5020 Miscellaneous	12,168	0	0	0	n/a	0
<b>Total Miscellaneous:</b>	<b>12,168</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Sanitation Collection</u>						
10-510-5030 Sanitation Collection	389,294	525,000	0	346,039	65.9%	178,961
10-510-5031 Sanitation Fuel Charge	7,786	11,500	0	6,921	60.2%	4,579
<b>Sanitation Collection:</b>	<b>397,080</b>	<b>536,500</b>	<b>0</b>	<b>352,960</b>	<b>65.8%</b>	<b>183,540</b>
<u>Library Services</u>						
10-510-5040 Spring Branch Library	0	1,500	0	0	0.0%	1,500
<b>Library Services:</b>	<b>0</b>	<b>1,500</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>1,500</b>
<u>Street Lighting Services</u>						
10-510-5050 Street Lighting	9,522	15,000	1,209	10,752	71.7%	4,248
<b>Street Lighting Services:</b>	<b>9,522</b>	<b>15,000</b>	<b>1,209</b>	<b>10,752</b>	<b>71.7%</b>	<b>4,248</b>
<u>Fire Services</u>						
10-510-5060 Villages Fire Department	1,157,318	1,565,224	130,435	1,239,136	79.2%	326,088
<b>Fire Services:</b>	<b>1,157,318</b>	<b>1,565,224</b>	<b>130,435</b>	<b>1,239,136</b>	<b>79.2%</b>	<b>326,088</b>
<b>TOTAL PUBLIC SERVICE:</b>	<b>\$3,274,073</b>	<b>\$4,216,974</b>	<b>\$306,123</b>	<b>\$3,355,237</b>	<b>79.6%</b>	<b>\$861,737</b>

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>CONTRACT SERVICE DIVISION</b>							
10-520-5101	Grant Administration	0	0	0	5,250	n/a	(5,250)
10-520-5102	Accounting/Audit	28,134	35,000	0	20,066	57.3%	14,934
10-520-5103	Engineering	189,537	200,000	0	140,561	70.3%	59,439
10-520-5104	Legal	110,438	90,000	0	74,233	82.5%	15,767
10-520-5105	Tax Appraisal-HCAD	44,359	60,000	0	44,339	73.9%	15,661
10-520-5107	Animal Control	1,832	1,500	0	2,260	150.7%	(760)
10-520-5108	IT Hardware/Software & Support	14,877	70,000	6,018	22,111	31.6%	47,889
10-520-5109	Urban Forester	32,080	46,000	0	29,520	n/a	16,480
10-520-5110	Mosquito Control	14,280	22,000	0	16,013	72.8%	5,987
<b>TOTAL CONTRACT SERVICE DIVISION:</b>		<b>\$435,537</b>	<b>\$524,500</b>	<b>\$6,018</b>	<b>\$354,352</b>	<b>67.6%</b>	<b>\$170,148</b>
<b>BUILDING SERVICE DIVISION</b>							
<u>Building &amp; Inspection Services</u>							
10-530-5152	Drainage Reviews	79,049	100,000	0	66,534	66.5%	33,466
10-530-5153	Electrical Inspections	9,270	14,000	0	14,490	103.5%	(490)
10-530-5154	Plat Reviews	0	500	0	0	0.0%	500
10-530-5155	Plan Reviews	36,000	50,000	0	32,000	64.0%	18,000
10-530-5156	Plumbing Inspections	14,940	18,000	0	14,805	82.3%	3,195
10-530-5157	Structural Inspections	21,105	30,000	0	26,460	88.2%	3,540
10-530-5160	Mechanical Inspections	7,425	7,500	0	5,850	78.0%	1,650
<b>Building and Inspection Services:</b>		<b>167,789</b>	<b>220,000</b>	<b>0</b>	<b>160,139</b>	<b>72.8%</b>	<b>59,861</b>
<u>Supplies and Office Expenditures</u>							
10-530-5108	Information Technology	12,280	0	0	19,080	n/a	(19,080)
10-530-5207	Misc Supplies	390	0	0	0	n/a	0
10-530-5211	Meeting Supplies	172	0	0	0	n/a	0
10-530-5213	Office Supplies	900	0	0	0	n/a	0
10-530-5214	Telecommunications	400	0	0	0	n/a	0
10-530-5215	Travel & Training	500	0	0	0	n/a	0
<b>Supplies and Office Expenditures:</b>		<b>14,642</b>	<b>0</b>	<b>0</b>	<b>19,080</b>	<b>n/a</b>	<b>(19,080)</b>
<u>Insurance</u>							
10-560-5353	Employee Insurance	7,362	0	0	0	n/a	0
10-530-5403	Credit Card Charges	0	0	2,458	10,929	n/a	(10,929)
<b>Insurance:</b>		<b>7,362</b>	<b>0</b>	<b>2,458</b>	<b>10,929</b>	<b>n/a</b>	<b>(10,929)</b>
<b>TOTAL BUILDING SERVICE DIVISION:</b>		<b>\$189,793</b>	<b>\$220,000</b>	<b>\$2,458</b>	<b>\$190,148</b>	<b>86.4%</b>	<b>\$29,852</b>

		PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>GENERAL GOVERNMENT DIVISION</b>							
<u>Administrative Expenditures</u>							
10-540-5108	Information Technology	20,218	0	48	1,465	n/a	(1,465)
10-540-5202	Auto Allowance/Mileage	3,166	8,000	787	7,098	88.7%	902
10-540-5203	Bank Fees	2,581	3,000	414	3,006	100.2%	(6)
10-540-5204	Dues/Seminars/Subscriptions	1,870	4,000	4	3,258	81.4%	742
10-540-5205	Elections	0	5,000	0	0	0.0%	5,000
10-540-5206	Legal Notices	137	3,500	0	0	0.0%	3,500
10-540-5207	Miscellaneous	2,672	5,000	0	1,587	31.7%	3,413
10-540-5208	Citizen Communication	7,351	5,000	2,683	6,076	121.5%	(1,076)
10-540-5209	Office Equipment & Maintenance	8,618	10,000	794	6,729	67.3%	3,271
10-540-5210	Postage	500	2,000	0	0	0.0%	2,000
10-540-5211	Meeting Supplies	5,660	10,000	98	7,349	73.5%	2,651
10-540-5212	Rent/Leasehold/Furniture	96,425	130,000	10,857	102,185	78.6%	27,815
10-540-5213	Supplies/Storage	5,106	10,000	188	10,751	107.5%	(751)
10-540-5214	Telecommunications	10,913	17,000	532	6,860	40.4%	10,140
10-540-5215	Travel & Training	1,461	1,000	0	1,335	133.5%	(335)
10-540-5216	Statutory Legal Notices	353	1,500	0	1,230	82.0%	270
	<b>Administrative Expenditures:</b>	<b>167,031</b>	<b>215,000</b>	<b>16,405</b>	<b>158,928</b>	<b>73.9%</b>	<b>56,072</b>
<u>Wages &amp; Benefits</u>							
10-540-5301	Gross Wages	402,373	550,000	37,909	392,536	71.4%	157,464
10-540-5302	Overtime/Severance	33,554	10,000	234	15,298	153.0%	(5,298)
10-540-5303	Temporary Personnel	102,061	5,000	1,982	7,204	144.1%	(2,204)
10-540-5306	FICA/Med/FUTA Payroll Tax Exp	21,338	40,000	2,924	31,213	78.0%	8,787
10-540-5310	TMRS (City Responsibility)	42,398	50,000	3,173	32,494	65.0%	17,506
10-540-5311	Payroll Process Exp-Paychex	2,266	3,000	218	2,377	79.2%	623
	<b>Wages &amp; Benefits:</b>	<b>603,991</b>	<b>658,000</b>	<b>46,438</b>	<b>481,122</b>	<b>73.1%</b>	<b>176,878</b>
<u>Insurance</u>							
10-540-5353	Employee Insurance	22,966	100,000	4,917	57,669	57.7%	42,331
10-540-5354	General Liability	500	10,000	0	0	0.0%	10,000
10-540-5356	Workman's Compensation	2,381	2,000	0	0	0.0%	2,000
	<b>Insurance:</b>	<b>25,847</b>	<b>112,000</b>	<b>4,917</b>	<b>57,669</b>	<b>51.5%</b>	<b>54,331</b>
<u>Other</u>							
10-540-5403	Credit Card Charges (Adm)	0	0	178	873	n/a	(873)
10-540-5710	Intergovernmental Expenditure	10,780					
	<b>Intergovernmental:</b>	<b>10,780</b>	<b>0</b>	<b>178</b>	<b>873</b>	<b>n/a</b>	<b>(873)</b>
	<b>TOTAL GENERAL GOVERNMENT DIVISION:</b>	<b>\$807,649</b>	<b>\$985,000</b>	<b>\$67,938</b>	<b>\$698,592</b>	<b>70.9%</b>	<b>\$286,408</b>



	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>MUNICIPAL COURT DIVISION</u></b>						
<u>Supplies &amp; Office Expenditures</u>						
10-550-5204 Dues & Subscriptions	235	0	0	0	n/a	0
10-550-5207 Misc Supplies	100	0	0	0	n/a	0
10-550-5211 Meeting Supplies	564	0	0	0	n/a	0
10-550-5213 Office Supplies	159	0	0	0	n/a	0
10-550-5215 Travel & Training	582	0	0	79	n/a	(79)
<b>Supplies and Office Expenditures:</b>	<b>1,640</b>	<b>0</b>	<b>0</b>	<b>79</b>	<b>n/a</b>	<b>(79)</b>
<u>Insurance</u>						
10-550-5353 Employee Insurance	12,113	0	0	0	n/a	0
<b>Insurance:</b>	<b>12,113</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Court Operations</u>						
10-550-5403 Credit Card Charges	10,206	12,000	247	4,774	39.8%	7,226
10-550-5404 Judge/Prosecutor/Interpreter	15,200	30,000	0	13,244	44.1%	16,756
10-550-5406 State Comptroller/OMNI/Linebar	61	0	0	0	n/a	0
10-550-5408 Supplies/Miscellaneous	26	0	0	0	n/a	0
10-550-5410 OmniBase Services of Texas	757	500	0	252	50.4%	248
<b>Court Operations:</b>	<b>26,250</b>	<b>42,500</b>	<b>247</b>	<b>18,270</b>	<b>43.0%</b>	<b>24,230</b>
<b>TOTAL MUNICIPAL COURT DIVISION:</b>	<b>\$40,003</b>	<b>\$42,500</b>	<b>\$247</b>	<b>\$18,348</b>	<b>43.2%</b>	<b>\$24,152</b>
<b><u>PUBLIC WORKS MAINTENANCE DIVISION</u></b>						
<u>Supplies &amp; Office Expenditures</u>						
10-560-5207 Misc Supplies	3,009	0	0	0	n/a	0
10-560-5213 Office Supplies	140	0	0	0	n/a	0
10-560-5215 Travel & Training	100	0	0	0	n/a	0
<b>Supplies and Office Expenditures:</b>	<b>3,248</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Insurance</u>						
10-560-5353 Employee Insurance	21,348	0	0	0	n/a	0
<b>Insurance:</b>	<b>21,348</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>n/a</b>	<b>0</b>
<u>Maintenance &amp; Repair</u>						
10-560-5501 Public Works Maintenance	0	0	289	1,183	n/a	(1,183)
10-560-5501 TCEQ & Harris CO Permits	1,656	2,000	0	100	5.0%	1,900
10-560-5504 Landscaping Maintenance	21,145	50,000	0	81,869	163.7%	(31,869)
10-560-5505 Gator Fuel & Maintenance	368	1,000	0	45	4.5%	955
10-560-5506 Right of Way Mowing	60,434	90,000	9,934	9,934	11.0%	80,066
10-560-5507 Road & Sign Repair	64,385	60,000	0	19,663	32.8%	40,337
10-560-5508 ROW Water/Planting	863	2,500	137	865	34.6%	1,635
10-560-5509 Tree Care/Removal	9,480	15,000	0	9,962	66.4%	5,038
10-560-5510 Road/Drainage Maintenance	0	25,000	0	477	1.9%	24,523
10-560-5515 Landscape Improvements	108,453	100,000	(5,208)	24,704	24.7%	75,296
10-560-5516 Truck Fuel & Maintenance	1,380	2,500	0	1,636	65.5%	864
10-560-5517 Sidewalk Improvements	0	25,000	0	0	0.0%	25,000
<b>Maintenance and Repair:</b>	<b>268,166</b>	<b>373,000</b>	<b>5,152</b>	<b>150,438</b>	<b>40.3%</b>	<b>222,562</b>
<b>TOTAL PUBLIC WORKS DIVISION:</b>	<b>\$292,762</b>	<b>\$373,000</b>	<b>\$5,152</b>	<b>\$150,438</b>	<b>40.3%</b>	<b>\$222,562</b>

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b><u>CAPITAL OUTLAY PROGRAMS</u></b>						
<b><u>General Capital / Maintenance Programs</u></b>						
10-570-5606	Road/Drainage Projects	24,992	0	0	15,125	n/a (15,125)
10-570-5701	2019 Maintenance Projects	6,509	0	0	0	n/a 0
10-570-5702	2020 Paving Improvements	223,422	0	0	0	n/a 0
10-570-5703	2021 Paving Improvements	0	1,134,685	0	0	0.0% 1,134,685
10-570-5806	Drainage and Sidewalks	104,732	0	0	22,563	n/a (22,563)
		<b>359,654</b>	<b>1,134,685</b>	<b>0</b>	<b>37,688</b>	<b>3.3%</b> <b>1,096,997</b>
<b><u>Major Capital / Maintenance Programs</u></b>						
10-570-5640	Surrey Oaks	100,237	0	0	0	n/a 0
10-570-5808	Wilding Lane	1,142,862	0	0	245,271	n/a (245,271)
10-580-5809	96" Stormwater Replacement	0	0	0	73,468	n/a (73,468)
10-580-5810	Tokeneke - Country Squire	0	0	0	47,436	n/a (47,436)
		<b>1,243,100</b>	<b>0</b>	<b>0</b>	<b>366,175</b>	<b>n/a</b> <b>(366,175)</b>
<b>TOTAL CAPITAL OUTLAY PROGRAMS:</b>		<b>\$1,602,754</b>	<b>\$1,134,685</b>	<b>\$0</b>	<b>\$403,864</b>	<b>35.6%</b> <b>\$730,821</b>
<b>TOTAL EXPENDITURES:</b>		<b>\$6,642,570</b>	<b>\$7,496,659</b>	<b>\$387,937</b>	<b>\$5,170,978</b>	<b>69.0%</b> <b>\$2,325,681</b>



# Piney Point Village TEXAS

## Statement of Revenue & Expenditures For Month Ended: September 30, 2022

### DEBT SERVICE FUND

	PRIOR YTD	CURRENT BUDGET	MONTHLY ACTUAL	YTD ACTUAL	% BUDGET	BUDGET BALANCE
<b>REVENUES</b>						
PROPERTY TAXES	1,364,583	875,200	18,366	1,012,565	115.7%	(137,365)
<i>FY21: Unearned/Adjusted</i>	0	0	(8,944)	(123,233)		123,233
<i>Total Property Tax :</i>	1,364,583	875,200	9,422	889,332	101.6%	(14,132)
INTEREST	1,497	0	8,440	29,969		(29,969)
<b>TOTAL OPERATING</b>	<b>1,366,080</b>	<b>875,200</b>	<b>17,862</b>	<b>919,301</b>	<b>105.0%</b>	<b>(44,101)</b>
<b>TOTAL REVENUES</b>	<b>\$1,366,080</b>	<b>\$875,200</b>	<b>\$17,862</b>	<b>\$919,301</b>	<b>105.0%</b>	<b>(\$44,101)</b>
<b>EXPENDITURES</b>						
TAX BOND PRINCIPAL	1,365,000	765,000	0	765,000	100.0%	0
TAX BOND INTEREST	139,525	107,950	0	107,950	100.0%	0
FISCAL AGENT FEES	3,000	2,250	0	3,000	133.3%	(750)
<b>OPERATING EXPENDITURES</b>	<b>1,507,525</b>	<b>875,200</b>	<b>0</b>	<b>875,950</b>	<b>100.1%</b>	<b>(750)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,507,525</b>	<b>\$875,200</b>	<b>\$0</b>	<b>\$875,950</b>	<b>100.1%</b>	<b>(\$750)</b>
REVENUE OVER/(UNDER) EXPENDITURES	(141,445)	0	17,862	43,351		

**City of Piney Point Village  
Monthly Tax Office Report  
September 30, 2022**

Prepared by: Elizabeth Ruiz, Tax Assessor/Collector

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A. Current Taxable Value   \$ 2,741,550,202

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B. Summary Status of Tax Levy and Current Receivable Balance:

	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Original Levy 0.25514	\$ 6,721,599.59	\$ -	\$ 6,721,599.59
Carryover Balance	-	184,995.06	184,995.06
Adjustments	217,451.73	(5,420.54)	212,031.19
Adjusted Levy	6,939,051.32	179,574.52	7,118,625.84
Less Collections Y-T-D	6,886,216.57	16,199.15	6,902,415.72
Receivable Balance	<u>\$ 52,834.75</u>	<u>\$ 163,375.37</u>	<u>\$ 216,210.12</u>

---

C. COLLECTION RECAP:

Current Month:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax	\$ 12,409.39	\$ 31,969.31	\$ 44,378.70
Penalty & Interest	3,204.14	22,968.85	26,172.99
Attorney Fees	4,044.88	574.27	4,619.15
Other Fees	-	-	-
Total Collections	<u>\$ 19,658.41</u>	<u>\$ 55,512.43</u>	<u>\$ 75,170.84</u>

Year-To-Date:	Current 2021 Tax Year	Delinquent 2020 & Prior Tax Years	Total
Base Tax:	\$ 6,886,216.57	\$ 104,956.55	\$ 6,991,173.12
Penalty & Interest	31,056.85	58,717.86	89,774.71
Attorney Fees	8,131.18	5,548.59	13,679.77
Other Fees	561.77	-	561.77
Total Collections	<u>\$ 6,925,966.37</u>	<u>\$ 169,223.00</u>	<u>\$ 7,095,189.37</u>

Percent of Adjusted Levy	<u>99.81%</u>	<u>102.25%</u>
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## CITY OF PINEY POINT VILLAGE QUARTERLY INVESTMENT REPORT SEPT 2022 QUARTER END

### SUMMARY

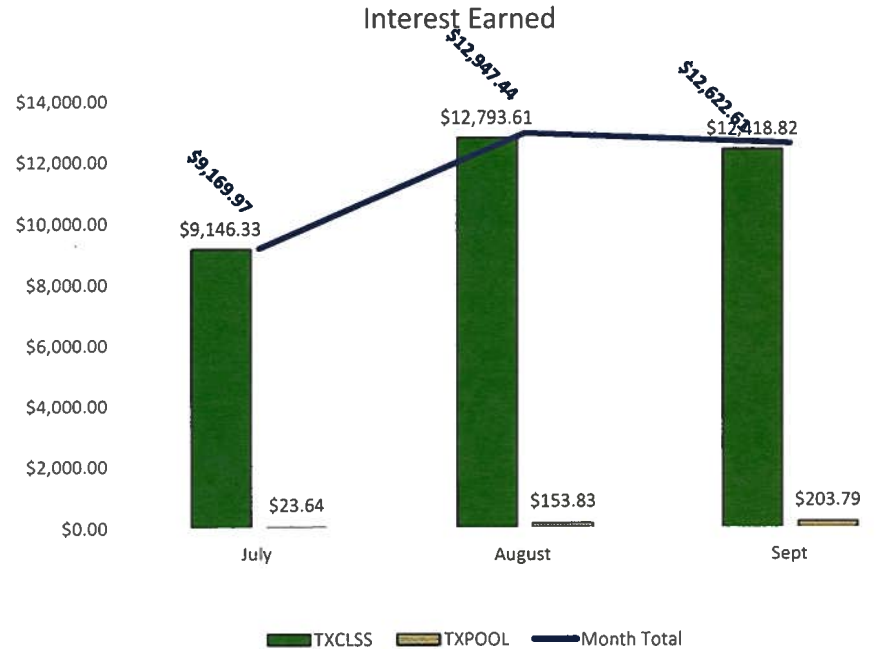
ALL FUNDS	July	August	Sept	TOTAL
Beginning Balance	\$7,807,752.70	\$7,689,652.02	\$7,280,704.25	\$7,807,752.70
Deposits	\$531,357.65	\$255,070.74	\$1,857,796.17	\$2,644,224.56
Interest	\$9,169.97	\$12,947.44	\$12,622.61	\$34,740.02
Withdrawals	\$658,628.30	\$676,965.95	\$1,588,769.90	\$2,924,364.15
<b>ENDING BALANCE</b>	<b>\$7,689,652.02</b>	<b>\$7,280,704.25</b>	<b>\$7,562,353.13</b>	<b>\$7,562,353.13</b>

Average Monthly Rate	July	August	Sept	TOTAL
Amegy Interest Revenue	0.00%	0.00%	0.00%	\$0.00
Texas Class Interest Revenue	1.64%	2.29%	2.68%	\$34,358.76
Texpool Interest Revenue	1.52%	2.16%	2.41%	\$381.26

Net Asset Value (NAV)	July	August	Sept
Texas Class NAV (Month End)	0.99941	0.99983	0.99966
Texpool NAV	0.99964	0.99942	0.99941

Value	July	August	Sept
Texas Class Market	\$16,510,048,015	\$15,821,822,530	\$15,793,031,135
Texas Class Amortized	\$16,519,634,094	\$15,824,517,010	\$15,798,437,602
Texpool Market	\$25,351,268,123	\$24,327,712,850	\$24,142,974,076
Texpool Book	\$25,360,340,572	\$24,341,929,856	\$24,157,195,382

Texas Class Rating	Standard & Poor's	AAAm
Texpool Rating	Standard & Poor's	AAAm



At the end of September, yields on 1-, 3-, 6- and 12-month U.S. Treasuries were 2.69%, 3.27%, 3.95% and 4.03%, respectively; the 1-, 3-, 6- and 12-month Bloomberg Short-Term Bank Yield Index rates (BSBY) were 3.10%, 3.64%, 4.21% and 4.74%, respectively; and the 1-, 3-, 6- and 12-month London interbank offered rates were 3.17%, 3.75%, 4.27% and 4.74%, respectively.

City Administrator: Robert Pennington

**CITY OF PINEY POINT VILLAGE  
 QUARTERLY INVESTMENT REPORT  
 SEPT 2022 QUARTER END**

**AMEGY ACCOUNTS**

GENERAL OPERATING	July	August	Sept	TOTAL
Fund 10 - General				
Beginning Balance	\$1,204,949.61	\$1,052,485.99	\$570,483.61	\$1,204,949.61
Deposits	\$506,164.68	\$194,963.57	\$1,739,018.64	\$2,440,146.89
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$658,628.30	\$676,965.95	\$502,063.48	\$1,837,657.73
<b>ENDING BALANCE</b>	<b>\$1,052,485.99</b>	<b>\$570,483.61</b>	<b>\$1,807,438.77</b>	<b>\$1,807,438.77</b>

NON-MAJOR	July	August	Sept	TOTAL
Fund 30 - Child Safety				
Beginning Balance	\$33,475.76	\$33,821.82	\$34,132.06	\$33,475.76
Deposits	\$346.06	\$310.24	\$368.37	\$1,024.67
Interest	\$0.00	\$0.00	\$0.00	\$0.00
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
<b>ENDING BALANCE</b>	<b>\$33,821.82</b>	<b>\$34,132.06</b>	<b>\$34,500.43</b>	<b>\$34,500.43</b>

**TEXAS CLASS ACCOUNTS**

GENERAL FUND	July	August	Sept	TOTAL
Fund 10				
Beginning Balance	\$2,766,480.03	\$2,770,334.02	\$2,775,724.86	\$2,766,480.03
Deposits	\$0.00	\$0.00	\$16,804.69	\$16,804.69
Interest	\$3,853.99	\$5,390.84	\$4,017.10	\$13,261.93
Withdrawals	\$0.00	\$0.00	\$1,000,000.00	\$1,000,000.00
<b>ENDING BALANCE</b>	<b>\$2,770,334.02</b>	<b>\$2,775,724.86</b>	<b>\$1,796,546.65</b>	<b>\$1,796,546.65</b>

DEBT SERVICE	July	August	Sept	TOTAL
Fund 20				
Beginning Balance	\$3,798,962.19	\$3,804,254.53	\$3,811,657.30	\$3,798,962.19
Deposits	\$0.00	\$0.00	\$0.00	\$0.00
Interest	\$5,292.34	\$7,402.77	\$8,401.72	\$21,096.83
Withdrawals	\$0.00	\$0.00	\$0.00	\$0.00
<b>ENDING BALANCE</b>	<b>\$3,804,254.53</b>	<b>\$3,811,657.30</b>	<b>\$3,820,059.02</b>	<b>\$3,820,059.02</b>

**TEXPOOL ACCOUNTS**

GENERAL OPERATING	July	August	Sept	TOTAL
Fund 10 /1100				
Beginning Balance	\$2,463.26	\$22,558.51	\$70,901.73	\$2,463.26
Deposits	\$20,077.00	\$48,220.29	\$83,238.09	\$151,535.38
Interest	\$18.25	\$122.93	\$165.69	\$306.87
Withdrawals	\$0.00	\$0.00	\$69,901.73	\$69,901.73
<b>ENDING BALANCE</b>	<b>\$22,558.51</b>	<b>\$70,901.73</b>	<b>\$84,403.78</b>	<b>\$84,403.78</b>

DEBT SERVICE	July	August	Sept	TOTAL
Fund 20 /1105				
Beginning Balance	\$1,421.85	\$6,197.15	\$17,804.69	\$1,421.85
Deposits	\$4,769.91	\$11,576.64	\$18,366.38	\$34,712.93
Interest	\$5.39	\$30.90	\$38.10	\$74.39
Withdrawals	\$0.00	\$0.00	\$16,804.69	\$16,804.69
<b>ENDING BALANCE</b>	<b>\$6,197.15</b>	<b>\$17,804.69</b>	<b>\$19,404.48</b>	<b>\$19,404.48</b>



## Maintenance Contract 2022-23 (With Bed Maintenance)

**Start Date** 12/1/2022

**Client** Piney Point Village  
7676 Woodway Drive, Suite 300  
Houston, TX 77063

**Property** Piney Point Village  
Piney Point Drive  
Houston, TX 77063

**PO #**

This Landscape Maintenance Agreement ("Agreement") is entered on the start date listed above by and between Westco Grounds Maintenance LLC., a Texas limited liability company, ("WESTCO") and the Client (as stated above). The Client desires to engage WESTCO to perform certain landscaping services and WESTCO desires to perform those landscaping services on the Property (as stated above) in accordance with the specifications, terms, and conditions herein contained.

## Service Specifications

### Full Service Maintenance Visit

- Maintain landscaped areas once each week through the growing season and every other week during the non-growing season for a total of 42 visits annually.
- Mow turf areas with commercial maintenance equipment
- Mechanically line trim along all soft edges (Weed Eat)
- Mechanically edge along hard edges
- Blow all debris from hardsurfaces that are a result of landscape maintenance services
- Spot treat for fire ants
- All bed areas shall be kept free of weeds
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained appearance
- All seams in the concrete surfaces will be treated with an herbicide
- Litter will be removed and taken off site from all landscape areas

### Bed maintenance

- Maintain beds in the following areas 14 times per year: Flag Tree Park, Carol Tree Park, Memorial Esp 1, 2,3,4,5,6,7,8,9,10 and Blalock Esp 1 and 2 and City Sign @ Echo Lane and Taylorcrest
- All bed areas shall be kept free of weeds
- Prune shrubs and groundcovers as necessary to maintain a neat and maintained appearance
- Remove all trimmings that are a result of landscape maintenance services
- All seams in the concrete surfaces will be treated with an herbicide
- Litter will be removed and taken off site from all landscape areas

### Irrigation Inspection

- Visual inspection of the irrigation system 12 times per year
- Monitor Controllers for proper settings, frequency, and length of watering cycles
- Adjust and level heads as necessary to maintain proper coverage.
- Repairs under \$500.00 will be repaired and invoiced without prior authorization
- Repairs over \$500.00 Westco will send a proposal for authorization prior to repair
- Repair any equipment damaged from maintenance operations, at Westco's expense

#### **Mulch Application**

- 1" to 1.5" of fine Pine Bark Mulch will be applied to beds and tree saucers two times per year.

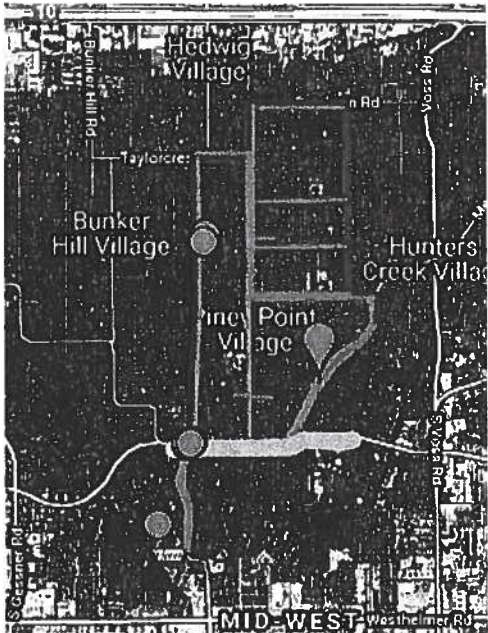
### **Optional Services**

#### **Optional Winter Trip - Leaf Removal**

- Winter Visits - Leaf Removal (5 times over the winter months)



**Service Area**



We will update map in our records and contract once we have a more detailed map from Piney Point Village.

### Fixed Payment Schedule

Schedule	Price	Sales Tax	Total Price
December	\$10,132.00	\$0.00	\$10,132.00
January	\$10,132.00	\$0.00	\$10,132.00
February	\$10,132.00	\$0.00	\$10,132.00
March	\$10,132.00	\$0.00	\$10,132.00
April	\$10,132.00	\$0.00	\$10,132.00
May	\$10,132.00	\$0.00	\$10,132.00
June	\$10,132.00	\$0.00	\$10,132.00
July	\$10,132.00	\$0.00	\$10,132.00
August	\$10,132.00	\$0.00	\$10,132.00
September	\$10,132.00	\$0.00	\$10,132.00
October	\$10,132.00	\$0.00	\$10,132.00
November	\$10,132.00	\$0.00	\$10,132.00
	<b>\$121,584.00</b>	<b>\$0.00</b>	<b>\$121,584.00</b>

### Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Ext. Cost	Sales Tax	Annual Cost
Optional Winter Trip - Leaf Removal	5	2195.00	\$10,975.00	\$0.00	\$10,975.00

By Brad Palermo  
 Brad Palermo, Business Development Manager

By \_\_\_\_\_

Date 12/1/2022

Date \_\_\_\_\_

**Westco Grounds Maintenance, LLC.**

**Piney Point Village**

---

## Terms & Conditions

### Contract Term and Renewal

This Agreement shall remain in effect for a period of one (1) year from the date written above and shall automatically renew for a similar period unless one party notifies the other party in writing of its intention not to renew the Agreement no less than thirty (30) days prior to the end of that one year period. At renewal Westco reserves the right it increase prices by a maximum of 3% without additional approval.

### Billing & Payment Terms

Services included in the base contract will be invoiced on the 1st of each month according to the "Base Contract Billing Schedule", and shall be payable within thirty (30) days from the invoice date. Approved annual services will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date. Acceptable forms of payment are as follows: personal/business checks, money orders, and cashier's checks. Credit card payments are accepted over the phone; a 3.5% service charge will be added to the payment at the time of processing.

### Termination

During the term of the Agreement, the contract may be canceled with a thirty (30) day written notice to the other party; the contract will remain in effect until the last day of the month following the thirty (30) day notice period. If the contract is canceled during the contract term a pro-rated invoice will be sent for the balance of services performed vs. total amount invoiced.

### Notices

Each party hereby represents and warrants that it has obtained the necessary consents and authority to enter into this Agreement. All notices to be given pursuant to this Agreement shall be sent via U.S. Postal Service Certified Mail to the parties at their addresses given below. The parties shall timely notify each other in the event of a change of address.

### Dispute resolution

In the event of any disputes relating to this Agreement, the parties shall first try to resolve such dispute in good faith. In the event that such dispute cannot be resolved, the parties hereby agree that the courts in Harris County, Texas shall have jurisdiction for any disputes relating to this Agreement.

### Additional Work

Additional work performed on the property above this contract will be submitted for approval by the Property Manager/Owner. All additional work will be invoiced as services are rendered and shall be payable within thirty (30) days from the invoice date.

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### **Interest Charges**

Any amounts not paid when due shall be subject to a late fee of one and one half percent (1½%) per month on the unpaid balance, or the highest amount permitted by applicable law, whichever is less.

### **Property Damage**

Westco takes every possible precaution to prevent debris from maintenance equipment causing property damage. If the owner/property manager feels that there is damage caused by maintenance operations, it must be reported in a timely manner. The incident will be investigated by a supervisor to determine the cause of the damage. If the investigation determines that the damage was caused by Westco's equipment, and the employee(s) were not in compliance with our equipment policy, Westco will pay for 100% of the damage. If the investigation determines that the damage was caused by our equipment, but the incident was unavoidable or the cause of the damage is unclear, we will gladly pay for the damages up to \$250.00.

### **Insurance**

Westco shall, upon request, provide to the Property Manager/Owner, or their designated representative, evidence of the following insurance coverage: Workman's Compensation, General Liability and Property Damage Liability. WESTCO shall have no liability for any damages not specifically covered by its insurance carrier.

### **Mandated Governmental Surcharges**

Westco reserves the right to pass on governmental surcharges (i.e. Affordable Healthcare Act) to Owner/Property Manager. Surcharges will be added to the invoice as a percentage of the total invoice. If a surcharge is expected to be added the Owner/Property Manager will be given a minimum of 30 days' notice.

### **Contract Acceptance**

This contract shall be considered legally binding if one of the following conditions are met: 1) Contract is physically or e-signed signed by Owner/Property Manger. 2) Services listed in the contract commence. 3) Invoice is submitted for payment and not disputed in writing within 10 business days. 4) Owner/Property Manger gives approval verbally or via email.

### **Fuel Adjustment**

The monthly sum of this contract is calculated when the retail cost of regular fuel (regular gas + diesel fuel/2) is not above \$3.50 per gallon. As reported by Energy Information Administration ([www.eia.doe.gov](http://www.eia.doe.gov)) the official energy statistics from the U.S. Government. If the average retail cost of fuel increases above \$3.50 per gallon, there will be a fuel adjustment of 1.5% added to the monthly invoice. Invoice value will be rounded up to the nearest thousand to calculate the fuel surcharge.

TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington

MEETING DATE: October 24, 2022

SUBJECT: Discuss and take possible action on Kinkaid Contribution Agreement

Agenda Item: 8

As a tax-exempt entity, The Kinkaid School is exempt from taxes and other assessments levied by the City of Piney Point Village. However, Kinkaid wishes to offer to discretionary payments in lieu of real estate taxes. It is proposed the in-lieu payment be adjusted annually by Kinkaid based on the annual budget for the Memorial Village Police Department and the Memorial Village Fire Department services.

**Council Agenda Item Cover Memo**

**10/24/2022**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the approval of Change Order No. 1 for the Tokeneke and Country Squires Improvements Project.**

**SUMMARY/BACKGROUND (WHY):** When installing the formwork for the concrete point repair on the south side of the road in front of 11115 South Country Squire as part of this project, it was found that the adjacent concrete panel on the north side of the road in front of 11120 South Country Squire has a significant sag that would cause a 2-3” drop-off from the south panel to the north panel and would cause water to pond in the centerline of the roadway. The adjacent north concrete panel also has moderate cracking throughout its entire length, and HDR recommends the replacement of the whole 80’x14’ concrete panel to help prevent the need for future concrete paving point repairs in this area of South Country Squire. Attached is a change order for the Tokeneke and Country Squires Improvements Project to include the additional concrete paving point repair on South Country Squire.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**   N/A  

**FUNDING SOURCE:**   N/A  

**CURRENT BUDGETED ITEM:** YES    NO   

**EMERGENCY REQUEST:** YES    NO   X  

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes

**Council Agenda Item Cover Memo**

**10/24/2022**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the approval of Change Order No. 2 for the Tokeneke and Country Squires Improvements Project.**

**SUMMARY/BACKGROUND (WHY):** City staff reported severe cracking and faulting of a small section of a concrete paving panel located in the northern westbound lane of Memorial Drive between North Piney Point Road and Kensington Court. HDR followed-up with a site visit to inspect the damaged pavement and recommends a 5'x10' point repair be completed on the concrete paving panel to improve this section of roadway. Attached is a change order for the Tokeneke and Country Squires Improvements Project to include the additional concrete paving point repair on Memorial Drive.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**   N/A  

**FUNDING SOURCE:**   N/A  

**CURRENT BUDGETED ITEM:** YES    NO   

**EMERGENCY REQUEST:** YES    NO   X  

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes

**Council Agenda Item Cover Memo**

**10/24/2022  
Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on quotes for cleaning and televising approximately 780 LF of storm sewer pipe from Oaklawn Drive to North Piney Point Road.**

**SUMMARY/BACKGROUND (WHY):** Council previously asked HDR to solicit quotes to clean and televise approximately 780 linear feet of 24” storm sewer pipe located along side yard and backyard drainage easements at 10 Oaklawn Drive, 11419 Wendover Lane, 11411 Wendover Lane, and 11403 Wendover Lane, eventually outfalling into the drainage system along North Piney Point Road. HDR has obtained quotes for cleaning and televising the storm sewer pipe to help clear debris and identify any deficiencies in the pipe. A summary of quotes and the quotes received are included in the agenda packet.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**   N/A  

**FUNDING SOURCE:**   N/A  

**CURRENT BUDGETED ITEM:** YES    NO   

**EMERGENCY REQUEST:** YES    NO   X  

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---

**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Oaklawn & Wendover Storm Sewer Clean & TV  
Contractor Quotes Summary**

October 2022  
HDR Job # 10336216

<b>Contractor</b>	<b>Proposal Quote</b>
Chief Solutions	\$8,040.00
AIMS Companies	\$12,480.00
AAA Flexible Pipe Cleaning Co	\$24,860.00
Camino Services	Not Interested



11500 N Houston Rosslyn Rd  
Houston, TX 77088  
713-682-3231

October 18, 2022

HDR Engineers  
4828 Loop Central Drive, Suite 800  
Houston, TX 77081

Via Email: [Cole.Kocmick@hdrinc.com](mailto:Cole.Kocmick@hdrinc.com)  
713-622-9264 (office)  
713-576-3593 (direct)

Attention: Cole Kocmick, E.I.T.

Reference: **Piney Point Village-Clean & TV Storm Sewer Oaklawn Drive & Wendover Lane**

We propose to furnish labor, tools, equipment and supervision necessary to perform the activities listed below on the above referenced project for the unit prices and conditions as follows:

PIPE SIZE	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTALS
N.A.	Traffic Control	1	LS	\$1,800.00	\$1,800.00
24"	Clean & Televis Storm Sewer	780	LF	\$8.00	\$6,240.00
				Grand Total	\$8,040.00

OUR BID IS BASED ON THE FOLLOWING:

1. Some roots, grease and other foreign materials cannot be cleaned or removed by hydraulic jet pressure cleaning and will require mechanical cleaning to remove; and is not included in our unit prices.
2. If manholes cannot be located by probing and/or detected by using a metal detector, locating of manholes and accessibility for entry will be the responsibility of others. Manholes must be accessible for entry.
3. Pricing is contingent on the assumption that we will be allowed to use any and all fire hydrants that are most convenient to line being cleaned and the meter can be moved by our own forces.
4. While we will exhaust every effort to accomplish the task at hand, due to the unknown condition of the pipe, our price is intended to compensate for the attempt to clean & CCTV, and not necessarily a successful attempt at such.

We appreciate the opportunity of quoting this work and look forward to working with you on this project.  
If I can provide additional information please contact me.

Sincerely,

Chief R. Davis  
Chief Solutions, Inc.

**Moore, Joseph**

**From:** David Groce <dgroce@aimscompanies.com>  
**Sent:** Monday, October 17, 2022 4:03 PM  
**To:** Kocmick, Cole  
**Cc:** Shana Gomez; Sabryna Abdella; Kayli Abernathy  
**Subject:** HDR Memorial Village Oaklawn Storm QUOTE

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**CAUTION:** [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Memorial Village Oaklawn Storm					10/17/2022
Description	Unit	Quantity			
CL & TV 24" storm swr	LF	780	\$ 16.00	\$ 12,480.00	
		780	\$	12,480.00	

1. Obstruction removals are not included in pricing.

Thank you,  
**\*\*\*\*Please note our new address 3405 Almeda Genoa Rd. Houston TX 77047 \*\*\*\***

**David Groce**  
Manager / Sr Regional Estimator

		<b>T:</b> (281) 485-8816 <b>M:</b> (713) 502-2088 <a href="mailto:dgroce@aimscompanies.com">dgroce@aimscompanies.com</a> <a href="http://www.aimscompanies.com">www.aimscompanies.com</a>
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AIMS Companies | 3405 Almeda Genoa Rd | Houston, TX 77047

 **Safe. Reliable. Secure.**





3900 UNDERWOOD RD • LA PORTE, TEXAS 77571 • PH. (281) 476-5200



October 18, 2022

**HDR**  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081  
Cell: 713-576-3593  
Email: cole.kocmick@hdrinc.com

Attention: Cole Kocmick

Reference: Storm sewer cleaning and video inspecting approximately 780 LF of 24" at 10 Oaklawn Dr. Houston, TX 77024

AAA Flexible Pipe Cleaning Co., Inc. proposes to clean, and video inspect the storm sewers at the referenced location. Cleaning consists of removing all loose dirt and debris. All material removed will be manifested and disposed of at a state approved facility. Flash drives and written inspection reports of all findings will be provided. HDR to provide water for cleaning and access to all storm sewer catch basins located in rear of resident's property. Work to be scheduled during regular work hours.

The following "lump sum" pricing will apply:

Storm Sewer Cleaning and Video Inspecting		\$24,860.00
City of Houston Franchise Fee (4.0%)	If Applicable	\$ 994.40
Tax (8.25%)	If Applicable	\$ 2,050.95

Please Note: Rates could increase due to additional gallons or equipment to complete this job.  
If Applicable: City of Houston Franchise Fee 4.0%

**Customers will be charged sales tax unless a valid Texas sales tax exemption certificate is provided.**

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions, you can contact us at our office at 281-476-5200, or at [service@aaaflexpipe.com](mailto:service@aaaflexpipe.com).

Sincerely,

Guadalupe Candanosa  
Operations Manager

Accepted By: \_\_\_\_\_ **HDR** \_\_\_\_\_

By: \_\_\_\_\_  
Signature Printed Name Title

Purchase Order No: \_\_\_\_\_ Job No. \_\_\_\_\_ Date \_\_\_\_\_

## Moore, Joseph

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**From:** Rick Bush <[rbush@swstx.com](mailto:rbush@swstx.com)>  
**Sent:** Wednesday, October 12, 2022 5:44 AM  
**To:** Kocmick, Cole  
**Subject:** Re: Request for Quote - PPV Oaklawn & Wendover Storm Sewer Clean & TV

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Cole,

Thank you for the invitation, however we are going to pass on this project.

Rick

Rick Bush  
Vice President  
Storm Water Solutions  
[rbush@swstx.com](mailto:rbush@swstx.com)  
832-244-8870

Storm Water Solutions  
16110 Hollister St. Houston Texas 77066 United States

On Tue, Oct 11, 2022 at 9:14 AM Kocmick, Cole <[Cole.Kocmick@hdrinc.com](mailto:Cole.Kocmick@hdrinc.com)> wrote:

Mr. Rick Bush,

The City of Piney Point Village has requested that HDR solicit quotes for the televising and cleaning of approximately 780 linear feet of 24" storm sewer pipe located in side and backyard drainage easements at 10 Oaklawn Drive, 11419 Wendover Lane, 11411 Wendover Lane, and 11403 Wendover Lane.

An exhibit is attached showing the storm sewer pipes, with their approximate locations, that need to be cleaned and televised. The quote should include costs for cleaning and televising 780 LF of storm sewer, including disposal of removed material, traffic control, video, and inspections report containing all findings.

The Memorial Villages Water Authority must be contacted to obtain a water meter for the project (713-465-8318). A \$500 deposit is necessary to obtain a meter. If you are interested in the work, please provide a quote via email by 10:00 AM Wednesday, October 19th.

Please let us know if you have any questions about the work.

Thank you,

**Cole Kocmick**

*Civil EIT*

**HDR**

4828 Loop Central Drive, Suite 800  
Houston, Texas 77081-2220  
D 713.576.3593  
[Cole.Kocmick@hdrinc.com](mailto:Cole.Kocmick@hdrinc.com)

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**Council Agenda Item Cover Memo**

**10/24/2022**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on a proposal for professional engineering services for the Williamsburg Drainage Improvements Project.**

**SUMMARY/BACKGROUND (WHY):** Council previously requested that HDR prepare a proposal for professional engineering services for drainage improvements on Williamsburg Drive. Attached is a proposal for design, bidding, and construction phase services for the project.

**STAFF RECOMMENDATION:**

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**ESTIMATED COST:**  N/A

**FUNDING SOURCE:**  N/A

**CURRENT BUDGETED ITEM:** YES   NO

**EMERGENCY REQUEST:** YES   NO  X

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Council Agenda Item Cover Memo**

**10/24/2022**  
**Date of Meeting**

**To: Mayor and City Council**

**Agenda Item:**

**Discuss and take possible action on the Engineer's Report**

**SUMMARY/BACKGROUND (WHY):** The City has requested that updates to current projects be summarized in an Engineer's Report. The Engineer's Report for this month includes updates to the Wilding Lane Project, 96-inch CMP Replacement Project, Tokeneke & Country Squires Project, other various maintenance projects, and future projects.

**STAFF RECOMMENDATION:** \_\_\_\_\_

\_\_\_\_\_

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**ESTIMATED COST:**   N/A   **FUNDING SOURCE:** \_\_\_\_\_

**CURRENT BUDGETED ITEM:** YES  NO  **EMERGENCY REQUEST:** YES  NO

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**PREPARED BY:** Joe Moore

**ATTACHMENTS:** Yes



**Engineer's Status Report**  
City of Piney Point Village  
HDR Engineering, Inc.  
City Council Meeting Date: October 24, 2022  
Submit to City: October 19, 2022

**CURRENT PROJECTS**

**1. Wilding Lane Drainage & Paving Improvements Project**

HDR submit all project closeout documentation to the City for review and processing. Upon completion this project will be closed out.

**2. 96-inch CMP on S. Piney Point Road**

HDR is moving forward on the design plans and specifications which is at an approximate 70% completion. We will be submitting the plans to the environmental team and urban forestry subconsultant to begin work on their tasks. We will also be coordinating with the Carlton Park property owner for notification of the proposed work, a portion of which is located in an easement on their property.

HDR has seen unit price increases across the industry but most recently in costs for concrete pipe and box culvert.

**3. Piney Point Circle - Additional Easements**

HDR has been coordinating with both residents at 11408 & 11406 Memorial Drive and MBCO surveying crews on a weekly basis in attempt to schedule the survey at both properties. Both homeowners are agreeable to the survey crews accessing the property but to date we have not been successful receiving permission from both homeowners for the same dates. For an additional \$1,620 the surveyors can survey each lot individual. We are now attempting to schedule each lot separately and are maintaining weekly contact with each resident to accomplish this task.

**4. Tokeneke & Country Squires Improvements Project**

OnPar Civil Services has begun construction on the project at South Country Squire. Currently the contractor has removed existing concrete on all point repairs on the south side of the street, installed cement stabilized sand subgrade, and formed the repairs for concrete and installed rebar. The Contractor has concrete scheduled for Saturday morning for the entire south side of the street. The Contractor has a second crew that is beginning work on Tokeneke this week. Construction is not scheduled to begin on North Country Squire for another two or three weeks. The Contractor will notify HDR when that work is scheduled to begin so that necessary coordination can occur.

**5. City of Houston Windermere Outfall Repair Project**

HDR will be working to schedule a meeting with the resident at 18 Windermere per request of the City of Houston. There are no additional updates to provide on this project at this time.



**6. Bothwell Way**

HDR is preparing design plans for the replacement of the failed storm sewer on Bothwell Way. Per previous discussion with Council, HDR will approach the Contractor awarded the Tokeneke Country Squires Project to obtain pricing on the Bothwell Way design for possible inclusion in the project by change order. OnPar Civil Services is interested in the work. HDR will finalize the design and coordinate with OnPar for change order pricing. It is anticipated that the change order price will be presented to Council at the November meeting. The current Opinion of Probable Construction Cost (OPCC) is approximately \$64,300.

**7. Williamsburg Drainage Improvements**

The resident's Contractor at 11319/11315 Williamsburg have completed the storm sewer installation. HDR submitted two invoices from their Contractor for the 50% of the work per the City Council 50/50 cost share agreement for the storm sewer installation.

HDR also has a meeting scheduled with the resident at 11318 Williamsburg this Thursday (Oct. 20<sup>th</sup>) to review the Opinion of Probable Construction Cost and ascertain the resident's willingness to participate in a 50/50 cost share for storm sewer installation. Without this resident's participation, the entire north side of the street will not be available for storm sewer installation.

Councilman Dodds previously requested that HDR prepare a proposal for professional engineering services to present at the October Council meeting for installation of storm sewer on Williamsburg. A proposal has been included in a separate agenda item.

**8. Memorial Drive Asphalt Point Repairs**

AAA Asphalt began work on asphalt point repairs and crack sealing on Memorial Drive on Friday, October 14<sup>th</sup> and completed a majority of the work Monday, October 17<sup>th</sup>. The Contractor still has a point repair and crack sealing to complete.

**9. Greenvale**

HDR is currently designing the proposed storm sewer installation at 11317 Greenvale to eliminate the last remaining ditch on Greenvale. The resident at 11317 Greenvale is willing to split construction costs 50/50 with the City. Per previous discussions with Council, HDR anticipates negotiating this project into the Tokeneke project as a change order. It is anticipated that the change order for this additional work could be presented to City Council at either the November or December City Council meeting. The preliminary Opinion of Probable Construction Cost (OPCC) is \$53,000. This OPCC will be updated after completing the design.

**10. 600 Grecian Way**

A Notice to Proceed has been issued to OnPar Civil Services for investigation and repair of a failed yard drain connection and sinkhole at the subject address.

**11. Memorial Drive Elementary Rebuild**

HDR has issued a letter of no objections for the MDE drainage plan. MDE will be presenting at the Planning & Zoning Meeting Thursday, October 27<sup>th</sup> and HDR will be in attendance to answer any engineering site civil and drainage related questions.



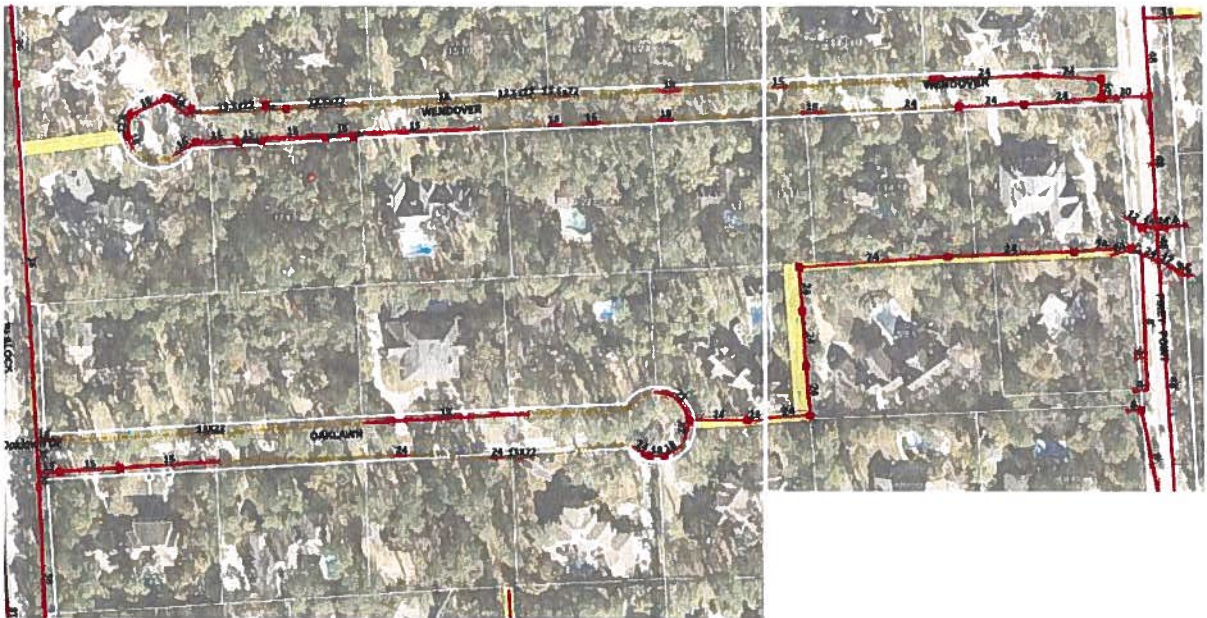
The anticipated re-construction schedule for the school is as follows:

- Design – Begin Jan. 2022 – 1 year duration
- Construction – Begin Jan. 2023 – 18-month duration
- Students to be in south transition campus until August 2024

## **FUTURE PROJECTS**

### **12. 11411 Wendover Storm Sewer**

A resident is currently building a home at 11411 Wendover and contact the City about the condition of a storm sewer pipe in his backyard. The pipe is located in a utility easement but not a drainage easement. The resident would like the City to take an easement on the pipe so that the City can complete repairs on the pipe. To have a continuous easement along the south property lines of Wendover, the City would need an easement from residents at 11403, 11411, and 11419 Wendover. UPDATE: Council request that HDR and Councilman Dodds approach each homeowner about a potential storm sewer easement along the existing storm sewer. HDR is working to schedule meetings with each resident and will provide updates as they develop.



### **13. List of Potential Storm Sewer Cost Share Projects**

- Chuckanut
- Greenvale
- Innisfree
- Jamestown
- Williamsburg
- Wendover
- Piney Point Circle (if made public)

## Karen Farris

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**From:** Moore, Joseph <Joseph.Moore@hdrinc.com>  
**Sent:** Wednesday, October 19, 2022 12:13 PM  
**To:** Karen Farris  
**Cc:** Cityadmin; Croley, Aaron  
**Subject:** Council Agenda Items  
**Attachments:** Quotes Summary - Wendover Clean & TV.pdf; Eng Report (10-24-2022).pdf; Agenda Item Request Form (10-24-2022).docx

Karen,

The following are our agenda items and their attachments.

- 1) Change Order No. 1 Tokeneke & Country Squires Project
  - a. ATTACHMENT: No attachment at this time. Waiting on Contractor to confirm pricing, will send as soon as we have it. Expected today.
- 2) Change Order No. 2 Tokeneke & Country Squires Project
  - a. ATTACHMENT: No attachment at this time. Waiting on the Contractor to confirm pricing. Will send as soon as we have it, anticipating tomorrow.
- 3) Quotes for clean & televising Wendover and Oak Lawn Storm Sewer
  - a. ATTACHMENT: see attached "Quotes Summary – Wendover Clean & TV"
- 4) Proposal for Professional Engineering Services For Williamsburg Drainage Improvements
  - a. ATTACHMENT: We are currently finalizing this proposal. Anticipate submitting to you tomorrow.
- 5) Engineering Report
  - a. ATTACHMENT: see attached "Eng Report (10-24-2022)"

My apologies for the missing attachments. I will send them as they are received. Please let us know if you have any questions or concerns.

Thank you,

**Joe Moore**, P.E., CFM  
*Project Manager*

**HDR**  
4828 Loop Central Drive, Suite 800  
Houston, TX 77081  
P 713.622.9264 D 713.576.3660  
joseph.moore@hdrinc.com

[hdrinc.com/follow-us](https://www.hdrinc.com/follow-us)

TO: The Honorable Mayor and Members of the City Council

FROM: Bobby Pennington; City Administrator

MEETING DATE: October 24, 2022

SUBJECT: Discuss and Take Possible Action on Ordinance 2022.10.24A Amending the International Property Maintenance Code.

**Agenda Item: 14**

The International Property Maintenance Code establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. The 2021 version provides requirements for continued use and maintenance of building elements, site conditions, swimming pools, plumbing, mechanical, electrical and fire protection systems in existing residential and nonresidential structures.

**Recommendation:**

This amendment comes as a request from our prosecutor. Language includes “Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.”

Staff recommends approving Ordinance 2022.10.24A, amending the International Property Maintenance Code.

**ORDINANCE NO. 2022.10.24A**

**AN ORDINANCE OF THE CITY OF PINEY POINT VILLAGE, TEXAS, AMENDING ARTICLE IV. – PROPERTY MAINTENANCE; SUBSTANDARD BUILDINGS, BY DELETING SECTION 10-181 IN ITS ENTIRETY AND ADDING A NEW SECTION 10-181, ADOPTING THE 2021 VERSION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AND BY DELETING SECTION 10-182 IN ITS ENTIRETY, REMOVING ALL LOCAL AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF PINEY POINT VILLAGE, TEXAS:**

**Section 1.** Article IV. – Property Maintenance of Chapter 10 – Buildings and Building Regulations of the Code of Ordinances of the City of Piney Point Village, Texas is hereby amended to read as follows:

**“ARTICLE IV. – PROPERTY MAINTENANCE; SUBSTANDARD BUILDINGS**

**Sec. 10-181. – Property maintenance code adopted.**

The International Property Maintenance Code, 2021 edition, including all appendices, as published by the International Code Council, a copy of which is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary, is hereby adopted and made a part of this Code of Ordinances. Any substandard structure or building shall be addressed under the procedures provided in the International Property Maintenance Code, subject to Chapters 54 and 214 of the Texas Local Government Code.

**Sec. 10-182. – Reserved.”**

**Section 2.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Piney Point Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4.** All ordinances and parts of ordinance in conflict herewith are, only to the extent of such conflict, hereby repealed; provided, however, this ordinance shall not repeal any portion of the City's zoning regulations.

**Section 5.** This Ordinance shall take effect immediately from and after its passage and publication of the caption hereof, as provided by law.

PASSED, APPROVED, AND ADOPTED on first and final reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Mark Kobelan, Mayor

ATTEST:

\_\_\_\_\_  
Karen Farris, City Secretary



**MINUTES  
THE CITY OF PINEY POINT VILLAGE  
REGULAR COUNCIL MEETING  
MONDAY, SEPTEMBER 26, 2022**

**THE CITY COUNCIL OF THE CITY OF PINEY POINT VILLAGE MET IN A REGULAR COUNCIL MEETING ON MONDAY, SEPTEMBER 26, 2022, AT 6:00 P.M. AT ECCLESIA CHURCH, 325 PINEY POINT RD, HOUSTON, TEXAS, TO DISCUSS THE AGENDA ITEMS LISTED BELOW.**

**Council Members Present:** Mayor Mark Kobelan, Joel Bender, Dale Dodds, Aliza Dutt, Michael Herminghaus, Brian Thompson

**City Staff Present:** Bobby Pennington, City Administrator; Karen Farris, City Secretary, Annette Arriaga, Director of Planning and Development; City Attorney; Aaron Croley, City Engineer

**Mayor Kobelan declared a quorum and called the meeting to order at 6:03 p.m.**

**PLEDGE OF ALLEGIANCE**

**CITIZENS WISHING TO ADDRESS COUNCIL** - *At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, if a member of the public comments or inquiries about a subject that is not specifically identified on the agenda, a member of Council or a Staff Member may only respond by giving a statement of specific factual information or by reciting existing policy. The City Council may not deliberate or vote on the non-agenda matter.*

There were no citizens wishing to address council regarding items that are not on the agenda.

**Mayor Kobelan opened the Public Hearing at 6:06 p.m. to provide the citizens of Piney Point Village an opportunity to comment regarding the Annual Budget and Property Tax Rate.**

1. Public Hearing on adopting the proposed 2023 Budget.
2. Public Hearing on adopting 2022 Proposed Property Tax Rate.

**There were no citizens present wishing to comment on the Annual Budget and Property Tax Rate. Mayor Kobelan closed the Public Hearing at 6:07 p.m.**

**AGENDA**

1. Discussion and action on Ordinance No. 2022.09.26 adopting the proposed 2023 Budget. [A vote to adopt the budget must be a record vote.] Council Member Herminghaus made a motion to adopt Ordinance No. 2022.09.26 approving the

proposed 2023 Budget. Council Member Bender seconded the motion. The vote follows:

Council Member Thompson	Aye
Council Member Herminghaus	Aye
Council Member Bender	Aye
Council Member Dutt	Aye
Council Member Dodds	Aye

The motion passed.

2. Discussion and action on the maintenance and operations component of the tax rate, action on the debt service component of the tax rate, and action on Ordinance No. 2022.09.26A concerning the combined proposed 2022 Tax Rate. [A vote to ratify the property tax reflected in the budget.]

Council Member Bender made a motion to ratify the maintenance and operations component of the tax rate at \$0.224025. Council Member Dodds seconded the motion.

The vote follows:

Council Member Thompson	Aye
Council Member Herminghaus	Aye
Council Member Bender	Aye
Council Member Dutt	Aye
Council Member Dodds	Aye

The motion passed.

Council Member Bender made a motion to ratify the debt service component of the tax rate at \$0.031115. Council Member Dodds seconded the motion. The vote follows:

Council Member Thompson	Aye
Council Member Herminghaus	Aye
Council Member Bender	Aye
Council Member Dutt	Aye
Council Member Dodds	Aye

The motion passed.

Council Member Bender made a motion to approve Ordinance No. 2022.09.26A ratifying the combined proposed 2022 tax rate at \$0.255140. Council Member Dodds seconded the motion. The vote follows:

Council Member Thompson	Aye
Council Member Herminghaus	Aye
Council Member Bender	Aye
Council Member Dutt	Aye
Council Member Dodds	Aye

The motion passed.

3. Discussion and possible action on the Memorial Villages Police Department Monthly Report. Chief Schultz presented the monthly report for August 2022.

4. Discussion and possible action on the Village Fire Department Monthly Report. Commissioner Nash presented the monthly report for August 2022. There was discussion regarding the Village Fire Department budget. There was discussion regarding replacing firefighters protective gear because it poses a health risk. The protective gear can contain PFAS, synthetic chemicals associated with an increased risk of certain cancers. Commissioner Nash reported that the line item for protective gear would need to be increased from \$26,000 to \$176,000 which would be funded by the current ambulance billing revenue. Council reiterated their concern for the well-being and safety of their firefighters. Mayor Kobelan commented for record that he did not want this activity of using ambulance funds each year to turn into a slush fund. Commissioner Nash confirmed.
5. Discussion and action to amend the Village Fire Department 2022 Budget. Council Member Bender made a motion to amend the Village Fire Department budget to increase the protective gear line item from \$26,000 to \$150,000 from the ambulance fund. Council Member Dodds seconded the motion and it passed unanimously.
6. Discussion and action on the Harris County Public Library Interlocal Agreement. Council Member Dodds made a motion to approve the Interlocal Agreement with Harris County Public Library to donate \$1,500 so Harris County Public Library may purchase library materials and other items for the Spring Branch Memorial Library. Council Member Dutt seconded the motion and it passed unanimously.
7. Discussion and action on HGAC Designation. Council Member Dodds made a motion to designate Council Member Dutt as Representative to the General Assembly of the Houston-Galveston Area Council for 2023. Council Member Bender seconded the motion and it passed unanimously. Council Member Bender made a motion to designate Council Member Herminghaus as the Official Alternate authorized to serve as the voting representative of the Houston-Galveston Area Council for 2023. Council Member Herminghaus seconded the motion and it passed unanimously.
8. Discussion and possible action on the Mayor's Monthly Report.
  - Landscaping
  - Water Fountains, concrete pads, and landscaping
9. Discussion and action on the City Administrator's Monthly Report including but not limited to:
  - Financial Report
  - Purchasing Authorization: Council Member Herminghaus made a motion to authorize raising the current limit authority of the Mayor from \$5,000 to \$10,000 and authorize raising the current limit authority of the City Administrator from \$1,000 to \$2,500. Council Member Bender seconded the motion and it passed unanimously.
  - Tree Replacement Program: Council Member Bender made a motion to approve the purchase of thirty Loblolly Pines at the cost of \$245 per tree at a total cost of \$7,350. Council Member Dutt seconded the motion and it passed unanimously.
  - Water Fountain Installation: Council Member Dodds made a motion to approve the installation of the water fountains at Quail Hollow/Blalock and

Marchmont/Wilding Lane at a cost of \$2,750. Council Member Dutt seconded the motion and it passed unanimously.

- Arbor Day is November 5th: The city will purchase 50 trees at a cost of \$750 plus \$100 for delivery.
  - Verizon – First Amendment to Concealed Network Node Deployment Agreement: Council Member Dutt made a motion to modify the address and design requirements of an existing approved node and to provide additional authorization for the City Administrator to allow modifications in the location of an Approved Node of up to an additional two hundred (200) feet. Council Member Dodds seconded the motion and it passed unanimously.
  - Update on Specific Use Permit Projects
  - Update on Review of Sign Ordinance and Lot Coverage will be discussed next month.
10. Discussion and action on quotes received for asphalt point repairs and crack sealing on Memorial Drive between Greenbay and San Felipe. Council Member Dodds made a motion to accept the bid for \$46,492.75 on HDR Job # 10336216 for Memorial Drive Asphalt Point Repairs with AAA Asphalt Paving, Inc. Council Member Bender seconded the motion and it passed unanimously.
  11. Discussion and possible action on the Engineer's Report. The Engineer's Report for this month includes updates to Wilding Lane Project, 96-inch CMP Replacement Project, Tokeneke & Country Squires Project, other various maintenance projects, and future projects.
  12. Discussion and action on the approval of the Minutes of the August 22, 2022 Regular Council Meeting. Council Member Bender made a motion to approve the Minutes of August 22, 2022 Regular Council Meeting. Council Member Thompson seconded the motion and it passed unanimously.
  13. Discussion and consider action on any future agenda items, meeting dates, etc.
  14. EXECUTIVE SESSION: The City Council will adjourn into closed executive session pursuant to Section 551.071 of the Texas Government Code (Consultation with Attorney). Executive Session was not needed.
  15. Discussion and consider possible action on items discussed in Executive Session. There was not an Executive Session.
  16. Adjourn - Council Member Bender made a motion to adjourn. Council Member Thompson seconded the motion and it passed unanimously. The meeting adjourned at 7:32 p.m.

**PASSED AND APPROVED** this 24th day October, 2022.

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Mark Kobelan  
Mayor

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Karen Farris  
City Secretary